



RETURNS

RELATING TO THE

CANADIAN PACIFIC RAILWAY

(48*b* TO 48*p*)

Printed by Order of Parliament.



OTTAWA:
PRINTED BY MACLEAN, ROGER & Co., WELLINGTON STREET
1882.



RETURN

(48b)

AGREEMENTS entered into between several parties and Her Majesty, Queen Victoria, represented by the Minister of Railways and Canals for Railway work between Emory's Bar and Port Moody, B. C.

RETURN

(48c)

To an ORDER of the HOUSE OF COMMONS, dated 7th March, 1881;—For copies of all Reports and Letters from the Engineer-in-Chief to the Minister of Railways, also from the District Engineer of Manitoba District to the Engineer-in-Chief and *vice versa* (particularly those in the early part of the year 1879), in connection with the increase of quantities, &c., on Contract 15, Pacific Railway.

Also copies of instructions given by the present Engineer-in-Chief to Mr. Haney and to the Engineer in charge of the contract.

Also, what changes have been made in the grades and curvature since the winter, 1879-80, increasing the same over and above those on which the contract was let, and whether any change in the style of structures have been made substituting masonry for stream tunnels, &c., and whether any rock cuttings have been filled in with sand which had been taken out to grade.

By Command,

J. A. MOUSSEAU,

Department of the Secretary of State,
3rd March, 1882.

Secretary of State.

[In accordance with the recommendation of the Joint Committee on Printing the above Returns are not printed.]

RETURN

(48d)

To an ORDER of the HOUSE OF COMMONS, dated 11th February, 1881;—
For copies of all Correspondence, Telegraphic or otherwise, on the subject of the Rates to be charged on the Canadian Pacific Railway under the Contract on the Table.

By Command,

J. A. MOUSSEAU,

Department of the Secretary of State,
3rd March, 1882.

Secretary of State.

Re RATES to be charged on the Canadian Pacific Railway.

1881.			
Jan. 12.....	From President Toronto Board of Trade, J. Morrison.	25,197	Transmits a clause which they desire to have added to the 25th section of Canadian Pacific Railway contract, now before Parliament.
do 22—26.	From Clerk City Council, Toronto.	25,281	Transfers petition from corporation of Toronto, through J. Beatty, M.P., that no agreement may be sanctioned for the construction of the Canadian Pacific Railway which does not provide ample and just protection to the railway interest of the Province of Ontario, and against discriminating freight and passenger rates.
do 22—26.	From Clerk Privy Council....	25,283	Transfers a petition from the Toronto Board of Trade, through J. Morrison, with respect to the Canadian Pacific Railway Syndicate having authority to acquire and operate the Canada Central Railway and other lines to the east of Lake Nipissing, &c
do 19—26.	From Toronto Board of Trade, J. Morrison.	25,295	Calling attention to 25,197, with reference to an additional clause to Sections 24 and 25, Canadian Pacific Railway contract, to which no answer has been received.
do 21.....	To Jas. Rollo	15,591½	"Tel"—Please say to President that I received draft clause, and that it is approved and agreed to (25,295-25,197).
do 21—31.	From Jas. Rollo	25,342	"Tel"—Have you received letter of the 12th inst. (25,197) from the President of the Board, enclosing a proposed additional clause to Sections 24 and 25 of Syndicate agreement. Please answer.
Feb. 16—17.	From Jas. Roll, Secretary of the Toronto Board of Trade.	25,515	Suggests that another clause be added to the 25th section of the contract for the construction of the Canadian Pacific Railway.
do 15—17.	From B. B. Angus and D. McIntyre	25,518	On behalf of Canadian Pacific Railway Company undertake to meet the views of the Government as regards running powers on the 65 miles of the Railway west of Lake Nipissing.
do 25—26.	Secretary of the Canadian Pacific Railway Company, C. Drinkwater.	25,604	Transmits an extract from the minutes of the first meeting of the Directors of the Canadian Pacific Railway Company, having reference to the proposed agreement to be entered into between the Government and the Company, on the subject of running powers over a portion of the Railway to Callander Station.

Toronto, 12th January, 1881.

DEAR SIR,—When you were kind enough to receive the deputation of the Toronto Board of Trade, appointed to wait upon you with reference to the Canadian Pacific Railway agreement, a discussion arising as to Section 25 of said agreement not being clearly enough defined so as to protect the interests of Ontario, you were pleased to suggest, that were we to introduce an additional clause, to supply the supposed deficiency, you would give the same your consideration.

I now beg to hand you the proposed addition, and shall be honored if the same meets your views.

I have the honor to be, your obedient servant,

J. MORRISON, *President of Toronto Board of Trade.*

Sir CHARLES TUPPER, Minister of Railways, Ottawa.

Add to the 25th Section.

“And in the event of the Company's purchasing, acquiring, amalgamating with, leasing or holding, and operating the said Canada Central Railway, or purchasing, acquiring or holding and operating any line or lines of railway, or acquiring running powers over any railway, as in this section provided for, then, and in every such case it shall be unlawful for the Company to make, and the Company shall not make any greater or higher charge for the carriage of traffic passing to or from the Ontario and Pacific Junction Railway over any part of the Company's line west of Callander Station, than the lowest mileage rate then charged by the Company for the carriage over such part of their line of other similar traffic. And such lowest mileage rate shall, in every such case, be ascertained by apportioning upon the mileage of such part an equal *pro rata* share of the whole charge made by the Company for the carriage of such similar traffic over the whole of that portion of the line of railway operated by the Company, or over which they shall have such running powers lying to the eastward of the point of shipment or destination as the case may be, upon their said line of such traffic passing to or from the Ontario and Pacific Junction Railway, and, for the purposes of this section, the word “Traffic” includes not only passengers and their baggage, goods, animals and things conveyed by railway, but also cars, trucks and vehicles of any description, adapted for running over any railway.”

To His Excellency the Right Honorable Sir JOHN DOUGLAS SUTHERLAND CAMPBELL (commonly called the Marquis of Lorne), Knight of the Most Ancient and Most Noble Order of the Thistle, and Knight Grand Cross of the Most Distinguished Order of St. Michael and St. George, Governor-General of Canada, and Vice-Admiral of the same in Council:

The Petition of the Council of the Corporation of the City of Toronto, humbly sheweth:

That your petitioners have been informed that Your Excellency and Council have now under consideration an agreement with a Syndicate of Capitalists to build the Canadian Pacific Railway, in consideration of a large grant of the public lands in the North-West Territories; the free gift of those portions of the railway already constructed and under contract for completion, at a cost to Canada of upwards of \$30,000,000, and a cash payment of \$25,000,000 by the Dominion to the Syndicate, the railway to be the absolute property of the Syndicate upon completion.

The Province of Ontario not only forms the most important part of the Dominion, but contributes by far the largest proportionate amount of revenue to the Dominion Treasury, according to the population, and has expended in railway enterprise, for the purpose of opening up her back country and developing her industries, a very large amount of public, municipal and private funds.

That the Corporation of the City of Toronto has expended in assisting and promoting railway enterprises, and affording facilities for railway traffic, nearly (\$2,000,000) two millions of dollars.

That it is a matter of the utmost importance to the Province of Ontario at large and to the City of Toronto in particular, and your petitioners submit that in any agreement or agreements made and ratified by Your Excellency and Council respecting the construction, future ownership, and working of the Canadian Pacific Railway full and complete provision should be made for the protection of the railway interests of the Province of Ontario, and for securing equitable and prior running powers over the said Canadian Pacific Railway to all Canadian railways, and also for protecting all Canadian railways, and particularly the Ontario railways against discriminating rates, either as regards freight or passenger traffic, so as to secure equal advantages to all railways connected with said Canadian Pacific Railway, and to prevent artificial advantages being given to any railway or railway company.

Your petitioners therefore pray :

That no agreement may be ratified by Your Excellency and Council respecting the Canadian Pacific Railway, which does not provide ample and just protection to the railway interests of the Province of Ontario, and give equitable and prior running powers to all Canadian railways, and also provide against discriminating freight and passenger rates in favor of any railway whatever, so that all railways will be equitably dealt with, and no artificial advantages given to any.

And that your petitioners may have such further and other relief as to Your Excellency and Council may deem just.

And your petitioners will ever pray.

JAMES BEATY, Jr., Mayor.

To His Excellency the Governor-General of the Dominion of Canada:

The memorial of the Toronto Board of Trade respectfully sheweth as follows:—

That the Canadian Pacific Syndicate have, in their proposed Act of Incorporation, sought for authority to acquire and operate the Canada Central Railway and other lines to the east of Lake Nipissing.

That the acquisition of such Railways by the Syndicate would destroy the neutral character of the eastern terminus of the National Railway and would practically transfer its terminus to Montréal.

That the acquisition of such railway by the Syndicate will also give them a strong and direct interest to divert the traffic of the North-West away from the Ontario system of railways and centres of trade so as to pass it over the whole length of their eastern lines.

Therefore, your memorialists view with alarm such proposal of the Syndicate, and protest against the power being granted to the Syndicate to absorb the railways to the east of Lake Nipissing without the most stringent provisions being made to prevent injustice to Ontario traffic.

That, in order to protect Ontario interests, it is absolutely necessary that no higher mileage rates should be charged on Ontario traffic over the Canadian Pacific west of Lake Nipissing than what would be *pro rata* mileage charges on eastern traffic in proportion to the whole distance of its carriage by the railways owned or operated by the Syndicate, or, in other words, that the Syndicate should not be permitted to place any higher mileage rates on the portion of their railway over which Ontario traffic must pass than on the portion over which eastern traffic must pass.

Your memorialists further beg to represent that the Ontario and Pacific Junction Railway Company last Session, at Ottawa, obtained running powers over the proposed extension of the Canada Central Railway from South-East Bay, Lake Nipissing, to Sault Ste. Marie.

That a portion of the proposed main line of the Canadian Pacific, about 65 miles in length, from South-East Bay in the direction of the Sault, may be (and is sure to

be) utilized by the Canada Central, by leave of the Syndicate, in making their extension.

That unless running powers are granted to the Ontario and Pacific Junction Company over such 65 miles of the Canadian Pacific, it will be impossible for the Ontario and Pacific Junction Company to exercise their running powers over the Canada Central extension to the Sault.

That if the construction of a railway to the Sault be left to the Canada Central Company, it is of the highest importance to this Province that the Ontario and Pacific Junction Company should be able to exercise the running powers already granted them over the Canada Central line to the Sault, and that for this purpose it is essential that the Ontario and Pacific Junction Railway Company should be conceded running powers over such portions of the main line of the Canadian Pacific as may be serviceable to the Canada Central to connect with its extension to the Sault.

And your memorialists further represent that by the proposed agreement with the Canadian Pacific Syndicate, it is not contemplated to secure a through rail connection with the North-West before 1st May, 1891, by the line passing north of Lake Superior, and whereas it is highly desirable that an earlier direct connection should be made with the North-West by rail.

That for many years to come the traffic of the Canadian North-West and of a large portion of the North-Western States also can be brought into Canada by a railway which will connect the Ontario and Pacific Junction and the Canada Central Railways at Lake Nipissing with the Sault Ste. Marie, and a harbor at the east end of Lake Superior.

That it is of the utmost importance to this Province that the Sault Railway should not be owned and controlled by the Canada Central Railway Company, and operated as a feeder to their line east of Lake Nipissing.

That the Dominion Government last Session announced their intention of aiding the construction of the Sault Railway by subsidy.

And, therefore, your Memorialists most strongly urge that the construction of a line of railway from South East Bay Lake Nipissing, to Sault St. Marie, and a port at the east end of Lake Superior, would be of immense value to the trade and commerce of the Dominion, and would urge Your Excellency to support a sufficient grant that may be proposed by the Government to secure its immediate construction.

That such aid should only be voted to an independent Company and upon such conditions as would secure to all connecting Companies equal traffic facilities and absolute equality in all respects.

Your Memorialists submit that the matters above referred to are of vital importance to the commercial prosperity of Ontario.

And your Memorialists respectfully pray that such legislative action may be sanctioned by Your Excellency as will protect the just rights of this Province and the commercial interests of this City.

And your Memorialists as in duty bound will ever pray, &c.

J. MORRISON, President.

J. ROLLO, Secretary.

TORONTO, 19th January, 1881.

DEAR SIR,—On the 12th instant I addressed you a letter, and enclosed therein an additional clause to be added to sections 24 and 25 of Canadian Pacific Railway agreement, according to the suggestions you made when in this city lately.

As I have had no answer from you for same, please let me know if you have received such letter, and oblige,

Your obedient servant,

J. MORRISON, President of Board of Trade.

Sir CHARLES TUPPER, Minister of Railways, Ottawa.

OTTAWA, 21st January, 1881.

Please say to President that I received draft clause, and that it is approved and agreed to.

CHARLES TUPPER.

JAMES ROLLO, Esq., Secretary Board of Trade, Toronto.

By telegraph from Toronto to Sir Charles Tupper:

OTTAWA, 21st January, 1881.

Have you received letter of the twelfth inst. from the President of this Board, enclosing a proposed additional clause to Sections twenty-four and twenty-five of Syndicate agreement. Please answer.

JAMES ROLLO, Secretary Board of Trade.

TORONTO, 16th February, 1881.

DEAR SIR,—The President has returned, and laid the proposition that was made to him in Ottawa, and the second received from the Honorable Mr. Abbott, on the table, when both were considered by the Council of this Board, and thought not satisfactory.

I have now to submit another for your consideration, which is plain, and embraces the points sought for by this Board, and which, I trust, will meet your approval.

A copy has also been forwarded to the Hon. Mr. Abbott.

I have the honor to be your obedient servant,

JAS. ROLLO, Secretary Toronto Board of Trade.

Sir CHARLES TUPPER, Minister of Railways, Ottawa.

To be added to the 25th Section (at the end thereof.)

" And in the event of the Company's purchasing, acquiring, amalgamating with, leasing or holding and operating, the said Canada Central Railway, or purchasing, acquiring or holding and operating any line or lines of railway, or acquiring running powers over any railway, as in this section provided for, then and in every such case, it shall be unlawful for the Company to make, and the Company shall not make, any greater or higher charge for the carriage of traffic passing over any part of the Company's line west of Callander Station, to or from the Ontario Pacific Junction Railway, or to or from any other railway in the Province of Ontario running southwards from Callander Station, than the lowest mileage rate then charged by the Company for the carriage over such part of their line of other similar traffic. And such lowest mileage rate shall in every such case be ascertained by apportioning upon the mileage of such part an equal *pro rata* share of the whole charge made by the company for the carriage of such similar traffic over the whole of that portion of the line of railway operated by the Company, or over which they shall have such running power lying between the point of shipment or destination, as the case may be, upon their said line of such traffic passing to or from the Ontario and Pacific Junction Railway, or to or from any such other railway in the Province of Ontario, running southward from the said Callander Station, and a point upon their said line immediately eastward of Montreal: or (in case the line of railway so operated by the said Company shall not extend eastward beyond Montreal) between said point of shipment or destination, as the case may be, and the eastern terminus of the line of railway so operated by the said Company. And for the purposes of this section the

word "traffic" shall include not only passengers and their baggage, goods, animals, and things conveyed by railway, but also cars, trucks and vehicles of any description adapted for running over any railway. Nothing, however, in this section contained, shall be held to have reference to the provisions as to special rates for the purchasers of land or for immigrants or intending immigrants which are contained in the twenty-fourth section of this Act."

OTTAWA, 17th February, 1881.

SIR,—I am directed by Sir Alexander Campbell to enclose you a letter from Messrs. Angus & McIntyre, on behalf of the Canadian Pacific Railway Company, undertaking to meet the views of the Government as regards running powers on the 65 miles of their road west of Lake Nipissing. I am to request that this may be carefully preserved, as being at the moment the only recognition which the Government has of a condition which is thought of considerable importance.

Your obedient servant,

H. G. HOPKIRK, Private Secretary.

A. P. BRADLEY, Esq., Private Secretary Minister of Railways.

OTTAWA, February 15th, 1881.

SIR,—We beg to state that the Canadian Pacific Railway Company, upon its organization, will execute an agreement with the Government containing the following clause, namely:

If any Company other than the Canada Central Railway Company builds a line from any point on the Canadian Pacific Railway, at or about the Wahnapi River, to any point on Lake Huron or Lake Superior, or on the River Ste. Marie, such Company shall have running powers over the Canadian Pacific Railway from the point of junction to Callander Station, on condition that such Company shall grant to the Canadian Pacific Railway Company similar and reciprocal running powers over its railway west of such points of junction.

We have the honor to be, Sir, your obedient servants,

R. B. ANGUS,
DUNCAN MCINTYRE.

SIR CHARLES TUPPER, Minister of Railways and Canals, Ottawa.

CANADIAN PACIFIC RAILWAY COMPANY,

SECRETARY'S OFFICE, MONTREAL, February 25th, 1881.

SIR,—At the request of the Hon. J. J. C. Abbott, the Counsel of this Company, I beg to transmit herewith, duly certified and sealed with the corporate seal of the Company, an extract from the Minutes of the first meeting of the Directors, held on the 17th inst., having reference to the proposed agreement to be entered into between the Government and the Company on the subject of running powers to be granted, under certain circumstances, over a portion of the Canadian Pacific Railway to Callander Station, etc.

Mr. Abbott desired me to say that this extract is forwarded to you and the Hon. Sir Alexander Campbell, as the resolutions embodied in it were passed by the Directors at your joint request.

The Canadian Pacific Railway Company.

Extract from the Minutes of the first meeting of the Directors of the Canadian Pacific Railway Company, held at the Company's office, in Montreal, on Thursday, the 17th day of February, 1881:

And whereas in the course of the debate upon the Canadian Pacific Railway Act, certain questions arose which the contractors present at Ottawa deemed it

expedient to meet by agreeing that this Company would enter into certain undertakings with the Government of Canada, so soon as it should be organized, and it is expedient to provide for entering into such arrangements; therefore, it is unanimously

Resolved, That this Company is prepared to enter into an agreement with the Dominion Government to the effect following, that is to say:

If any Company other than the Canada Central Railway Company builds a line from any point on the Canadian Pacific Railway, at or about the Wahnapiita River, to any point on Lake Huron or Lake Superior, or on the River Ste. Marie, such Company shall have running powers over the Canadian Pacific Railway, from the point of junction to Callander Station, on condition that such Company shall grant to the Canadian Pacific Railway Company similar and reciprocal running powers over its railway west of such point of junction.

In the event of the Company purchasing, acquiring, amalgamating with, leasing or holding and operating the Canada Central Railway, the said Callander Station shall continue to be a neutral or receiving and distributing point, common to the Canada Central Railway; and any railway in the Province of Ontario running southward from said Callander Station. And in that case all traffic to or from any point in the West or North-West, coming from or destined for any such Ontario railway, shall be carried to or from Callander Station at the same mileage rate as similar traffic to or from such point, coming from or destined for the said Canada Central Railway. And such mileage rate shall not be greater than the average rate per mile charged for similar traffic from the point of shipment on the Canadian Pacific Railway to the point of destination on the Canada Central Railway, or from the point of shipment on the said Canada Central Railway to the point of destination on the Canadian Pacific Railway, as the case may be.

And for the purposes of this section, the word "traffic" includes not only passengers and their baggage, goods, animals and things conveyed by railway, but also cars, trucks, and vehicles of any description adapted for running over any railway if offered for carriage as freight; but this agreement shall not be construed as consenting to any running powers by any railway over the Canadian Pacific Railway.

This agreement to be subject to the conditions as to special rates for the purchasers of land, or for emigrants or intending emigrants which are contained in the twenty-fourth section of the Charter of this Company.

If at any time the Canada Central Railway should be purchased, acquired, leased in perpetuity by or amalgamated with this Company, such amalgamation, acquisition, purchase or lease shall be made subject to the existing legal obligations of that Company created by its Charter, or any amendment thereof, in respect of running powers or traffic arrangements, as well as in respect of the matters and things referred to in the Letters Patent incorporating this Company.

A true extract.

C. DRINKWATER, Secretary.

RETURN

(48e)

To an ADDRESS of the HOUSE OF COMMONS, dated 7thth March, 1881:—
For a copy of the Order in Council respecting the Charter for the construction of the Canadian Pacific Railway; of the Charter itself; of all Correspondence with the Company respecting the organization of the Company; its deposit of a million, and the definition of the word Capital, as expressed in the Charter.

By Command,

J. A. MOUSSEAU,

Secretary of State.

Department of the Secretary of State,
3rd March, 1882.

THE CANADIAN PACIFIC RAILWAY COMPANY.

OTTAWA, 3rd March, 1881.

SIR,—I am instructed by the Board of Directors of the Canadian Pacific Railway Company to inform you that the necessary amount of stock has been subscribed, and the necessary amount paid in thereon to entitle the Company, under section 3 of their charter, to ask you to publish in the *Canada Gazette*, a notice that the transfer of the contract to the Company has been effected and completed.

I enclose a copy of the stock book, showing the subscriptions to the stock, certified by myself under the seal of the Company, the total amount subscribed being \$6,100,000.

I enclose also a certificate by myself under the seal of the Company that the 30 per cent. has been paid in thereon.

I also enclose copies of the following powers of attorney:—

George Stephen to Richard B. Angus.

James I. Hill do

H. S. Northcote do

Donald A. Smith do

Morton, Rose & Co. to John S. Kennedy.

The stock subscribed under the above power of attorney and by the individuals who made the subscription in person, amounts to \$5,002,000, it is therefore unnecessary to send you the powers of attorney for the other subscriptions which have been made by attorney.

I have with me in Ottawa the original stock book, and the original powers of attorney which I shall be happy to produce for your inspection if desired. I beg to request that the notice in the *Gazette* may be published this week.

I have, &c.,

C. DRINKWATER, Secretary.

Hon. JOHN O'CONNOR,
Secretary of State for Canada, Ottawa.

OTTAWA, March 3rd, 1881.

I hereby certify that, at a meeting of the Directors of the Canadian Pacific Railway Company, held at Montreal, on the 17th day of February, 1881, one thousand eight hundred and sixty shares in the capital stock of the said Company were allotted to Henry Stafford Northcote, C.B., M.P.

C. DRINKWATER, Secretary Canadian Pacific Railway Company.

OTTAWA, March 3rd, 1881.

I hereby certify that at the meeting of the Directors of the Canadian Pacific Railway Company, held in Montreal, on the 17th day of February, 1881, five thousand shares in the capital stock of the said Company were allotted to the Hon. Donald A. Smith.

C. DRINKWATER, Secretary Canadian Pacific Railway Company.

OTTAWA, March 3rd, 1881.

I, Duncan McIntyre, of the City of Montreal, do hereby declare that the subscription of stock in the Canadian Pacific Railway Company by the firm of Duncan McIntyre and Company was made by myself; that I am the only member of the said firm, and use the name of Duncan McIntyre and Company in the business which I carry on in connection with my railway enterprises, separate from my commercial firm of McIntyre, French and Company.

DUNCAN MCINTYRE.

I, Charles Drinkwater, Secretary of the Canadian Pacific Railway Company, do solemnly declare that the shareholders of the Canadian Pacific Railway Company, whose names appear in the copy of the subscription book of shares attached thereto, have paid to the Company 30 per cent. upon their respective shares, the said payments amounting in all to the sum of \$1,830,000, and I make this solemn declaration conscientiously believing the same to be true, and by virtue of the Act passed in the 37th year of Her Majesty's Reign, intituled: "An Act for the suppression of voluntary and extra judicial oaths."

C. DRINKWATER, Secretary Canadian Pacific Railway Company.

The above solemnly declared before me at the City of Ottawa, this 3rd day of March, A.D., 1881.

Z. A. LASH, A Commissioner, &c.

Know all men by these presents, that I, George Stephen, of Montreal, in Canada, Esq., have authorized and empowered, and I do hereby authorize and empower Richard B. Angus, of St. Paul, in the State of Minnesota, Esquire, for me and in my name, and on my behalf, to subscribe for five thousand shares in the stock of the Canadian Pacific Railway Company, to be incorporated at the now next ensuing Session of the Parliament of Canada, and to bind me in the usual manner to the obligations of a shareholder as defined by the Act of Incorporation of the Company when passed.

In witness whereof I have executed these presents at New York, in the United States, this sixteenth day of November, 1880.

GEORGE STEPHEN.

J. KENNEDY TOD, Witness.

A true copy.

C. DRINKWATER, Secretary Canadian Pacific Railway Company.

Know all men by these presents that I, James Hill, of St. Paul, in the State of Minnesota, Esquire, have authorized and empowered, and I do hereby authorize and empower Richard B. Angus, of St. Paul, aforesaid, Esquire, for me and in my name, and on my behalf, to subscribe for five thousand shares in the stock of the Canadian Pacific Railway Company, to be incorporated at the now next ensuing Session of the Parliament of Canada, and to bind me in the usual manner to the obligations of a shareholder, as defined by the Act of incorporation of the Company when passed.

In witness whereof I have executed these presents at New York, in the United States, this sixteenth day of November, 1880.

JAMES I. HILL.

J. KENNEDY TOD, Witness.

A true copy.

C. DRINKWATER, Secretary of Canadian Pacific Railway Company.

17 RUTLAND GATE, LONDON, December, 2nd, 1880.

DEAR SIR,—You are hereby authorized and requested to subscribe, on my behalf, for such shares as may be allotted to me of the stock of the Canadian Pacific Railway Company, upon such terms and conditions as shall be adopted by the Company upon its organization.

Very truly yours,

HENRY STAFFORD NORTHCOTE, C. B., M. P.

A true copy.

C. DRINKWATER, Secretary Canadian Pacific Railway Company.

R. B. ANGUS, Esquire.

9 BIRCHIN LANE, LOMBARD STREET, LONDON, 2nd December, 1880.

DEAR SIR,—You are hereby authorized and requested to subscribe, on my behalf, for such shares as may be allotted to me, of the stock of the Canadian Pacific Railway Company, upon such terms and conditions as shall be adopted by the Company upon its organization.

Yours very truly,

DONALD A. SMITH.

A true copy.

C. DRINKWATER, Secretary Canadian Pacific Railway Company.

R. B. ANGUS, Esquire.

OFFICE OF MORTON, BLISS & Co.,

NEW YORK, 14th February, 1881.

DEAR SIR,—We take the liberty of asking you, for our account and in our name, to subscribe for stock of the Canadian Pacific Railway Company to the extent of 7,410 shares.

Mr. George Bliss has requested you to subscribe on account of two members of our firm and other foreign parties whose authority we had sent to him, for 10,730 shares; together 18,140 shares.

Since powers were sent to Mr. Bliss, the subscription of Martin Rikoff has been reduced 150 shares; and that of Gebruder Subzbach 500, making 650; and the following subscriptions have been increased, viz: Jacques de Reinach, 50; Max Von Springer, 100; Banque Parisienne, 100. While new subscriptions have been cabled as follows, viz: J. De Pfeffel, 50; C. Rozenraad, 25; George Levy, 25—410 shares, leaving 240 shares to revert to yourself and Canadian associates.

We shall feel under great obligation to you if you will give attention to this business for us.

We remain, very truly yours,
MORTON, ROSE & CO.

A true copy,

C. DRINKWATER, Secretary Canadian Pacific Railway Company.

JOHN S. KENNEDY, Esq., New York.

DEPARTMENT OF JUSTICE, OTTAWA, 3rd March, 1881.

Memorandum for the Minister of Justice.

I have examined the original stock book of the Canadian Pacific Railway Company, and the originals of the powers of attorney in the possession of C. Drinkwater, the Company's Secretary, copies of which accompany his letter to the Secretary of State of this day, which is appended hereto, and I find the same correct.

Z. A. LASH, D. M. J.

FINANCE DEPARTMENT, OTTAWA, 16th February, 1881.

I hereby certify that the Canadian Pacific Railway Company has deposited with me \$1,000,000 in money for the purpose and upon the conditions provided in and by the second clause of a contract between Her Majesty the Queen and certain persons representing the said Company, executed on the 21st day of October last, which contract is now held by the said Company as a Corporation under and by virtue of the Act passed during the present Session of the Parliament of Canada, intituled: "An Act respecting the Canadian Pacific Railway," and of the Letters Patent issued under the said Act.

S. L. TILLEY, Minister of Finance.

Copy of a Report of a Committee of the Honorable the Privy Council, approved by His Excellency the Governor General in Council, on the 4th March, 1881.

On a report, dated 4th March, 1881, from the hon. the Minister of Justice, submitting the accompanying application by the Canadian Pacific Railway Company for the publication in the *Canada Gazette*, of the notice under the third clause of their charter, that the transfer of the contract for the construction of the Canadian Pacific Railway, has been effected and completed:

The Minister states that by the certificate of the hon. the Minister of Finance, it appears that the sum of one million dollars in money has been duly deposited with him as security, as provided by the Charter.

That the certificate of the Deputy of the Minister of Justice, that he has examined the original stock-book, and the originals of the powers of attorney, copies of which accompany the application of the Company, appended hereto, and that the same is correct, is appended to the papers.

That the provisions of the third clause of the Company's Charter which are to be complied with before the contract becomes transferred to the Company, have, in his opinion, been complied with.

The Minister recommends that the hon. the Secretary of State do publish in the *Canada Gazette*, the necessary notice that the transfer of the contract to the Company has been effected and completed.

The Committee concur in the foregoing recommendation and submit the same for Your Excellency's approval.

Certified. J. O. COTÉ, C., P. C.

OTTAWA, 4th April, 1881.

SIR,—I have the honor to acknowledge the receipt of your memorandum, dated the 1st June, asking for a formal notification of the reception, by this Department, of the deposit made by the Canadian Pacific Railway Syndicate, and I have now the honor to hand you a certified copy of the receipt for the \$1,000,000 deposit.

I have the honor to be, Sir, your obedient servant,

J. M. COURTNEY, Deputy Minister of Finance.

Secretary Department Railways and Canals.

(Certificate.)

FINANCE DEPARTMENT, 16th February, 1881.

I hereby certify that the Canadian Pacific Railway Company has deposited with me one million dollars in money, for the purpose and on the conditions provided in and by the second clause of a contract between Her Majesty the Queen and certain persons representing the said Company, executed on the 21st day of October last, which contract is now held by the said Company as a corporation, under and by virtue of the Act passed during the present Session of the Parliament of Canada, intituled: "An Act respecting the Canadian Pacific Railway," and of the Letters Patent issued under the said Act.

L. S. TILLEY, Minister of Finance.

True copy.

J. M. COURTNEY, Deputy Minister of Finance.

For definition of the word "capital," as expressed in the Charter, see Act of Parliament, 44 Vic., Cap. 24, 1881, to be found in the Statutes of Canada, 1881, page 120.

THE CANADIAN PACIFIC RAILWAY COMPANY.

WE, the undersigned, hereby agree to take the Number of Shares in the Canadian Pacific Railway hereinafter set opposite our names, respectively, subject to the Charter and By-laws of the Company.

Date.	Signature.	Occupation.	Residence.	Number of Shares.	Amount.	Witness.
1881.					\$ cts.	C. Drinkwater.
February	17 George Stephens, by his Attorney R. B. Angus.....	Merchant.....	Montreal.....	5,000	500,000 00	do
do	17 Duncan McIntyre.....	do.....	do.....	250	25,000 00	do
do	17 Duncan McIntyre & Co.....	Merchants.....	do.....	4,750	475,000 00	do
do	17 J. S. Kennedy & Co.....	Bankers.....	New York.....	4,500	450,000 00	do
do	17 John S. Kennedy.....	Banker.....	do.....	250	25,000 00	do
do	17 J. Kennedy Tod, by his Attorney J. S. Kennedy.....	do.....	do.....	250	25,000 00	do
do	17 James J. Hill, by his Attorney R. B. Angus.....	Railway Manager.....	St. Paul, Minnesota.....	5,000	500,000 00	do
do	17 R. B. Angus.....	do.....	do.....	5,000	500,000 00	do
do	17 H. S. Northcote, by his Attorney R. B. Angus.....	Gentleman.....	London, England.....	1,860	186,000 00	do
do	17 Donald A. Smith.....	do.....	Montreal.....	5,000	500,000 00	do
do	17 Morton, Rose & Co., by John S. Kennedy.....	Merchants.....	London, England.....	7,410	741,000 00	do
do	17 Frederick Grienerger.....	do.....	Paris.....	1,000	100,000 00	do
do	17 Siegfried Propper.....	do.....	do.....	100	10,000 00	do
do	17 Jacques de Reinach.....	Banker.....	do.....	250	25,000 00	do
do	17 Edouard Kohn.....	do.....	do.....	200	20,000 00	do
do	17 Oscar de Reinach.....	do.....	do.....	225	22,500 00	do
do	17 Charles Kolb.....	do.....	do.....	25	2,500 00	do
do	17 Joseph Billitzer.....	do.....	do.....	50	5,000 00	do
do	17 Emile Montaux.....	do.....	do.....	50	5,000 00	do
do	17 Jacques Siegfried & Co.....	do.....	do.....	100	10,000 00	do
do	17 Martin Rikoff.....	do.....	do.....	150	15,000 00	do
do	17 Camille Roth.....	do.....	do.....	325	32,500 00	do
do	17 Hugo Finlay.....	do.....	do.....	100	10,000 00	do
do	17 Max Von Springer.....	do.....	do.....	350	35,000 00	do
do	17 M. Ephrussi et Cie.....	do.....	do.....	500	50,000 00	do
do	17 Paul Marx.....	do.....	do.....	200	20,000 00	do
do	17 Otto Wilhelm Hoffman.....	do.....	do.....	100	10,000 00	do
do	17 Banque Franco Egyptienne.....	do.....	do.....	600	60,000 00	do
do	17 Alexander Ellissen.....	do.....	do.....	850	85,000 00	do
do	17 Banque Parisienne.....	do.....	do.....	600	60,000 00	do
do	17 Charles Morawitz.....	do.....	do.....	100	10,000 00	do

do	17 William Betzold	do	do	do	do	do	58,000 00	do
do	17 Abaroa & Goguel	do	do	do	do	do	25,000 00	do
do	17 A. & M. Heine	do	do	do	do	do	75,000 00	do
do	17 Louis Cohen & Sons	do	do	do	do	do	100,000 00	do
do	17 P. du P. Grenfell	do	do	do	do	do	25,000 00	do
do	17 Charles D. Rose	do	do	do	do	do	25,000 00	do
do	17 Gebrüder Subzbach	do	do	do	do	do	100,000 00	do
do	17 Albert de Reinach	do	do	do	do	do	22,500 00	do
do	17 Ernest Cassel	do	do	do	do	do	45,000 00	do
do	17 J. de Pfaffel	do	do	do	do	do	5,000 00	do
do	17 C. Rozenraad	do	do	do	do	do	2,500 00	do
do	17 George Levy	do	do	do	do	do	2,500 00	do
March	3 Duncan McIntyre	do	do	do	do	do	1,100,000 00	do
							61,000	6,100,000 00
							Total	

I certify that the above is a true copy of the Subscription Book of Shares in the Canadian Pacific Railway.

By order of the Board,

C. DRINKWATER, Secretary.

3rd March, 1881.

LETTERS PATENT

Incorporating "THE CANADIAN PACIFIC RAILWAY COMPANY," dated 16th February, 1881.—Recorded 22nd February, 1881.

L. A. CATELLIER,
Deputy Registrar General of Canada.

GOVERNMENT HOUSE,
OTTAWA, 16th day of February, 1881.

Present :

HIS EXCELLENCY THE GOVERNOR GENERAL IN COUNCIL.

On the recommendation of the Right Honorable Sir John A. Macdonald, and in accordance with the Act of Parliament of Canada, passed on the 15th day of February, 1881, intituled "An Act respecting the Canadian Pacific Railway Company,"—

His Excellency has been pleased to order, and it is hereby ordered, that Letters Patent under the Great Seal of Canada be issued incorporating "The Canadian Pacific Railway Company,"—such Letters Patent to be as follows :—

LORNE:

CANADA.

VICTORIA, by the Grace of God of the United Kingdom of Great Britain and Ireland, Queen, Defender of the Faith, etc., etc.

To all to whom these presents shall come, or whom the same may in any wise concern,

GREETING :

Whereas, George Stephen, of the City of Montreal, in the Province of Quebec and Dominion of Canada, Esquire; Duncan McIntyre, of the same place, Merchant; John S. Kennedy, of the City of New York, in the State of New York, one of the United States of America; Richard B. Angus, of the City of St. Paul, in the State of Minnesota, one of the United States of America; and James J. Hill, of the same place; the firm of Morton, Rose and Company, of the City of London, in England, Merchants, and the firm of Kohn, Reinach and Company, of the City of Paris, in France, Bankers, on or about the twenty-first day of October, in the year of Our Lord one thousand eight hundred and eighty, duly entered into a contract and agreement with Us, represented and acting by the Honorable Sir Charles Tupper, K.C.M.G., our Minister of Railways and Canals of Canada, which contract and agreement is in the words and figures following, viz.:

THIS CONTRACT AND AGREEMENT MADE BETWEEN HER MAJESTY THE QUEEN, acting in respect of the Dominion of Canada, and herein represented and acting by the Honorable SIR CHARLES TUPPER, K.C.M.G., Minister of Railways and Canals, and George Stephen and Duncan McIntyre, of Montreal, in Canada; John S. Kennedy, of New York, in the State of New York; Richard B. Angus and James J. Hill, of St. Paul, in the State of Minnesota; Morton, Rose & Co., of London, England; and Kohn, Reinach & Co., of Paris, France,

Witnesses: That the parties hereto have contracted and agreed with each other as follows, namely :—

1. For the better interpretation of this contract, it is hereby declared that the portion of Railway hereinafter called the Eastern section, shall comprise that part of the Canadian Pacific Railway to be constructed, extending from the Western

terminus of the Canada Central Railway, near the East end of Lake Nipissing, known as Callander Station, to a point of junction with that portion of the said Canadian Pacific Railway now in course of construction extending from Lake Superior to Selkirk on the East side of Red River; which latter portion is hereinafter called the Lake Superior section. That the portion of said Railway, now partially in course of construction, extending from Selkirk to Kamloops, is hereinafter called the Central section; and the portion of said Railway now in course of construction, extending from Kamloops to Port Moody, is hereinafter called the Western section. And that the words "the Canadian Pacific Railway," are intended to mean the entire Railway, as described in the Act 37th Victoria, cap. 14. The individual parties hereto, are hereinafter described as the Company; and the Government of Canada is hereinafter called the Government.

2. The contractors, immediately after the organization of the said Company, shall deposit with the Government \$1,000,000 in cash or approved securities, as a security for the construction of the Railway hereby contracted for. The Government shall pay to the Company interest on the cash deposited at the rate of four per cent. per annum, half-yearly, and shall pay over to the Company the interest received upon securities deposited, the whole until default in the performance of the conditions hereof, or until the repayment of the deposit, and shall return the deposit to the Company on the completion of the Railway, according to the terms hereof, with any interest accrued thereon.

3. The Company shall lay out, construct and equip the said Eastern section, and the said Central section, of a uniform gauge of 4 feet $8\frac{1}{2}$ inches; and in order to establish an approximate standard whereby the quality and the character of the Railway and of the materials used in the construction thereof, and of the equipment thereof may be regulated, the Union Pacific Railway of the United States as the same was when first constructed, is hereby selected and fixed as such standard. And if the Government and the Company should be unable to agree as to whether or not any work done or materials furnished under this contract are in fair conformity with such standard, or as to any other question of fact, excluding questions of law, the subject of disagreement shall be from time to time referred to the determination of three referees, one of whom shall be chosen by the Government, one by the Company, and one by the two referees, so chosen, and such referees shall decide as to the party by whom the expense of such reference shall be defrayed. And if such two referees should be unable to agree upon a third referee, he shall be appointed at the instance of either party hereto, after notice to the other, by the Chief Justice of the Supreme Court of Canada. And the decision of such referees, or of the majority of them, shall be final.

4. The work of construction shall be commenced at the eastern extremity of the Eastern section not later than the first day of July next, and the work upon the Central section shall be commenced by the Company at such point towards the eastern end thereof on the portion of the line now under construction as shall be found convenient and as shall be approved by the Government, at a date not later than the 1st May next. And the work upon the Eastern and Central sections, shall be vigorously and continuously carried on at such rate of annual progress on each section as shall enable the Company to complete and equip the same and each of them in running order, or on before the first day of May, 1891, by which date the Company hereby agree to complete and equip the said sections in conformity with this contract, unless prevented by the act of God, the Queen's enemies, intestine disturbances, epidemics, floods, or other causes beyond the control of the Company. And in case of the interruption or obstruction of the work of construction from any of the said causes, the time fixed for the completion of the railway shall be extended for a corresponding period.

5. The Company shall pay to the Government the cost, according to the contract, of the portion of railway, 100 miles in length, extending from the city of Winnipeg westward, up to the time at which the work was taken out of the hands of the contractor and the expenses since incurred by the Government in the work of

construction, but shall have the right to assume the said work at any time and complete the same, paying the cost of construction as aforesaid so far as the same shall then have been incurred by the Government.

6. Unless prevented by the act of God, the Queen's enemies, intestine disturbances, epidemics, floods or other causes beyond the control of the Government, the Government shall cause to be completed the said Lake Superior section, by the dates fixed by the existing contracts for the construction thereof; and shall also cause to be completed the portion of the said Western section now under contract, namely, from Kamloops to Yale, within the period fixed by the contracts therefor, namely, by the thirtieth day of June, 1885; and shall also cause to be completed, on or before the first day of May, 1891, the remaining portion of the said Western section, lying between Yale and Port Moody, which shall be constructed of equally good quality in every respect with the standard hereby created for the portion hereby contracted for. And the said Lake Superior section, and the portions of the said Western section now under contract, shall be completed as nearly as practicable according to the specifications and conditions of the contracts therefor, except in so far as the same have been modified by the Government prior to this contract.

7. The Railway constructed under the terms hereof shall be the property of the Company: and pending the completion of the Eastern and Central sections, the Government shall transfer to the Company the possession and right to work and run the several portions of the Canadian Pacific Railway already constructed or as the same shall be completed. And upon the completion of the Eastern and Central sections, the Government shall convey to the Company, with a suitable number of station buildings and with water service (but without equipment), those portions of the Canadian Pacific Railway constructed or to be constructed by the Government which shall then be completed; and upon completion of the remainder of the portion of railway to be constructed by the Government, that portion shall also be conveyed to the Company, and the Canadian Pacific Railway shall become and be thereafter the absolute property of the Company. And the Company shall thereafter and forever efficiently maintain, work and run the Canadian Pacific Railway.

8. Upon the reception from the Government of the possession of each of the respective portions of the Canadian Pacific Railway, the Company shall equip the same in conformity with the standard herein established for the equipment of the sections hereby contracted for, and shall thereafter maintain and efficiently operate the same.

9. In consideration of the premises, the Government agree to grant to the Company a subsidy in money of \$25,000,000, and in land of 25,000,000 acres, for which subsidies the construction of the Canadian Pacific Railway shall be completed and the same shall be equipped, maintained and operated, the said subsidies respectively to be paid and granted as the work of construction shall proceed, in manner and upon the conditions following, that is to say:

a. The said subsidy in money is hereby divided and appropriated as follows, namely:—

CENTRAL SECTION.

Assumed at 1,350 miles—

1st.—900 miles, at \$10,000 per mile.....	\$9,000,000
2nd.—450 " " 13,333 "	6,000,000
	<u>\$15,000,000</u>

EASTERN SECTION.

Assumed at 650 miles, subsidy equal to \$15,384.61 per mile.....	10,000,000
	<u>\$25,000,000</u>

And the said subsidy in land is hereby divided and appropriated as follows, subject to the reserve hereinafter provided for:—

CENTRAL SECTION.

1st.—900 miles, at 12,500 acres per mile.....	\$11,250,000
2nd.—450 " " 16,666.66 " "	7,500,000
	<u>\$18,750,000</u>

EASTERN SECTION.

Assumed at 650 miles, subsidy equal to 9,615.35 acres per mile..... 6,250,000

\$25,000,000

b. Upon the construction of any portion of the railway hereby contracted for, not less than 20 miles in length, and the completion thereof so as to admit of the running of regular trains thereon, together with such equipment thereof as shall be required for the traffic thereon, the Government shall pay and grant to the Company the money and land subsidies applicable thereto, according to the division and appropriation thereof made as hereinbefore provided; the Company having the option of receiving in lieu of cash, terminable bonds of the Government, bearing such rate of interest, for such period and nominal amount as may be arranged, and which may be equivalent according to actuarial calculation to the corresponding cash payment, the Government allowing four per cent. interest on moneys deposited with them.

c. If at any time the Company shall cause to be delivered, on or near the line of the said railway, at a place satisfactory to the Government, steel rails and fastenings to be used in the construction of the railway, but in advance of the requirements for such construction, the Government, on the requisition of the Company, shall, upon such terms and conditions as shall be determined by the Government, advance thereon three-fourths of the value thereof at the place of delivery. And a proportion of the amount so advanced shall be deducted according to such terms and conditions from the subsidy to be thereafter paid, upon the settlement for each section of 20 miles of railway, which proportion shall correspond with the proportion of such rails and fastenings which have been used in the construction of such sections.

d. Until the first day of January, 1882, the Company shall have the option, instead of issuing land grant bonds as hereinafter provided, of substituting the payment by the Government of the interest (or part of the interest) on bonds of the Company mortgaging the railway and the lands to be granted by the Government, running over such term of years as may be approved by the Governor in Council, in lieu of the cash subsidy hereby agreed to be granted to the Company or any part thereof; such payments of interest to be equivalent, according to actuarial calculation, to the corresponding cash payment, the Government allowing 4 per cent. interest on moneys deposited with them; and the coupons representing the interest on such bonds shall be guaranteed by the Government to the extent of such equivalent. And the proceeds of the sale of such bonds to the extent of not more than \$25,000,000, shall be deposited with the Government, and the balance of such proceeds shall be placed elsewhere by the Company, to the satisfaction and under the exclusive control of the Government; failing which last condition the bonds in excess of those sold shall remain in the hands of the Government. And from time to time as the work proceeds, the Government shall pay over to the Company: firstly, out of the amount so to be placed by the Company,—and, after the expenditure of that amount, out of the amount deposited with the Government,—sums of money bearing the same proportion to the mileage cash subsidy hereby agreed upon, which the net proceeds of such sale (if the whole of such bonds are sold upon the issue thereof) or, if such bonds be not all then sold, the net proceeds of the issue, calculated at the rate at which the sale of part of them shall have been made, shall bear to the sum of \$25,000,000. But if only a portion of the bond issue be sold, the amount earned by the Company according to the proportion aforesaid, shall be paid to the Company, partly out of the bonds in the hands of the Government, and partly out of the cash deposited with the Government, in similar proportions to the amount of such bonds sold and remaining unsold respectively; and the Company shall receive the bonds so paid as cash at the rate at which the said partial sale thereof shall have been made. And the Government will receive and hold such sum of money towards the creation of a sinking fund for the redemption of such bonds, and upon such terms and conditions, as shall be agreed upon between the Government and the Company.

e. If the Company avail themselves of the option granted by clause d, the sum of \$2,000 per mile for the first eight hundred miles of the Central section shall be

deducted *pro rata* from the amount payable to the Company in respect of the said eight hundred miles, and shall be appropriated to increase the mileage cash subsidy appropriated to the remainder of the said Central section.

10. In further consideration of the premises, the Government shall also grant to the Company the lands required for the road-bed of the railway, and for its stations, station grounds, workshops, dock ground and water frontage at the termini on navigable waters, buildings, yards, and other appurtenances required for the convenient and effectual construction and working of the railway, in so far as such land shall be vested in the Government. And the Government shall also permit the admission free of duty, of all steel rails, fish-plates and other fastenings, spikes, bolts and nuts, wire, timber and all material for bridges, to be used in the original construction of the railway, and of a telegraph line in connection therewith, and all telegraphic apparatus required for the first equipment of such telegraph line; and will convey to the Company, at cost price, with interest, all rails and fastenings bought in or since the year 1879, and other materials for construction in the possession of or purchased by the Government, at a valuation; such rails, fastenings and materials not being required by it for the construction of the said Lake Superior and Western sections.

11. The grant of land hereby agreed to be made to the Company, shall be so made in alternate sections of 640 acres each, extending back 24 miles deep, on each side of the railway, from Winnipeg to Jasper House, in so far as such lands shall be vested in the Government, the Company receiving the sections bearing uneven numbers. But should any of such sections consist in a material degree of land not fairly fit for settlement, the Company shall not be obliged to receive them as part of such grant, and the deficiency thereby caused and any further deficiency which may arise from the insufficient quantity of land along the said portion of railway, to complete the said 25,000,000 acres, or from the prevalence of lakes and water stretches in the sections granted (which lakes and water stretches shall not be computed in the acreage of such sections), shall be made up from other portions in the tract known as the fertile belt, that is to say, the land lying between parallels 49 and 57 degrees of north latitude, or elsewhere at the option of the Company, by the grant therein of similar alternate sections extending back 24 miles deep on each side of any branch line or lines of railway to be located by the Company, and to be shown on a map or plan thereof deposited with the Minister of Railways; or of any common front line or lines agreed upon between the Government and the Company, the conditions hereinbefore stated as to lands not fairly fit for settlement to be applicable to such additional grants. And the Company may, with the consent of the Government, select in the North-West Territories any tract or tracts of land not taken up as a means of supplying or partially supplying such deficiency. But such grants shall be made only from lands remaining vested in the Government.

12. The Government shall extinguish the Indian title affecting the lands herein appropriated, and to be hereafter granted in aid of the railway.

13. The Company shall have the right, subject to the approval of the Governor in Council, to lay out and locate the line of the railway hereby contracted for, as they may see fit, preserving the following terminal points, namely: from Callander station to the point of junction with the Lake Superior section; and from Selkirk to the junction with the western section at Kamloops by way of the Yellow Head Pass.

14. The Company shall have the right, from time to time, to lay out, construct, equip, maintain and work branch lines of railway from any point or points along their main line of railway, to any point or points within the territory of the Dominion. Provided always, that before commencing any branch they shall first deposit a map and plan of such branch in the Department of Railways. And the Government shall grant to the Company the lands required for the road-bed of such branches, and for the stations, station grounds, buildings, workshops, yards and other appurtenances requisite for the efficient construction and working of such branches, in so far as such lands are vested in the Government.

15. For twenty years from the date hereof, no line of railway shall be authorized by the Dominion Parliament to be constructed south of the Canadian Pacific Railway, from any point at or near the Canadian Pacific Railway except such line as shall run south-west, or to the westward of south-west; nor to within fifteen miles of latitude 49. And in the establishment of any new Province in the North-West Territories, provision shall be made for continuing such prohibition after such establishment until the expiration of the said period.

16. The Canadian Pacific Railway, and all station and station grounds, workshops, buildings, yards and other property rolling stock and appurtenances required and used for the construction and working thereof, and the capital stock of the Company shall be forever free from taxation by the Dominion, or by any Province hereafter to be established, or by any municipal corporation therein; and the lands of the Company, in the North-West Territories, until they are either sold or occupied, shall also be free from such taxation for twenty years after the grant thereof from the Crown.

17. The Company shall be authorized by their Act of incorporation to issue bonds, secured upon the land granted and to be granted to the Company, containing provisions for the use of such bonds in the acquisition of lands, and such other conditions as the Company shall see fit, such issue to be for \$25,000,000. And should the Company make such issue of land grant bonds, then they shall deposit them in the hands of the Government; and the Government shall retain and hold one-fifth of such bonds as security for the due performance of the present contract in respect of the maintenance and continuous working of the railway by the Company, as herein agreed, for ten years after the completion thereof, and the remaining \$20,000,000 of such bonds shall be dealt with as hereinafter provided. And as to the said one-fifth of the said bonds, so long as no default shall occur in the maintenance and working of the said Canadian Pacific Railway, the Government shall not present or demand payment of the coupons of such bonds, nor require payment of any interest thereon. And if any of such bonds so to be retained by the Government shall be paid off in the manner to be provided for the extinction of the whole issue thereof, the Government shall hold the amount received in payment thereof as security for the same purposes as the bonds so paid off, paying interest thereon at four per cent. per annum so long as default is not made by the Company in the performance of the conditions hereof. And at the end of the said period of ten years from the completion of the said railway, if no default shall then have occurred in such maintenance and working thereof, the said bonds, or if any of them shall then have been paid off, the remainder of the said bonds and the money received for those paid off, with accrued interest, shall be delivered back by the Government to the Company with all the coupons attached to such bonds. But, if such default should occur, the Government may thereafter require payment of interest, on the bonds so held, and shall not be obliged to continue to pay interest on the money representing bonds paid off; and while the Government shall retain the right to hold the said portion of the said land grant bonds, other securities satisfactory to the Government may be substituted for them by the Company by agreement with the Government.

18. If the Company shall find it necessary or expedient to sell the remaining \$20,000,000 of the land grant bonds or a larger portion thereof than in the proportion of one dollar for each acre of land then earned by the Company, they shall be allowed to do so, but the proceeds thereof, over and above the amount to which the Company shall be entitled as herein provided, shall be deposited with the Government. And the Government shall pay interest upon such deposit half-yearly, at the rate of four per cent. per annum, and shall pay over the amount of such deposit to the Company from time to time as the work proceeds, in the same proportions and at the same times and upon the same conditions as the land grant—that is to say: the Company shall be entitled to receive from the Government, out of the proceeds of the said land grant bonds, the same number of dollars as the number of acres of the land subsidy which shall then have been earned by them, less one-fifth thereof, that is to say, if the bonds are sold at par, but if they are sold at less than par, then a deduc-

tion shall be made therefrom corresponding to the discount at which such bonds are sold. And such land grant shall be conveyed to them by the Government, subject to the charge created as security for the said land grant bonds, and shall remain subject to such charge till relieved thereof in such manner as shall be provided for at the time of the issue of such bonds.

19. The Company shall pay any expenses which shall be incurred by the Government in carrying out the provisions of the two last preceding clauses of this contract.

20. If the Company should not issue such land grant bonds, then the Government shall retain from out of each grant to be made from time to time, every fifth section of the lands hereby agreed to be granted, such lands to be so retained as security for the purposes, and for the length of time mentioned in section eighteen hereof. And such lands may be sold in such manner and at such prices as shall be agreed upon between the Government and the Company, and in that case the price thereof shall be paid to, and held by the Government for the same period, and for the same purposes as the land itself, the Government paying four per cent. per annum interest thereon. And other securities satisfactory to the Government may be substituted for such lands or money by agreement with the Government.

21. The Company to be incorporated, with sufficient powers to enable them to carry out the foregoing contract, and this contract shall only be binding in the event of an Act of incorporation being granted to the Company in the form hereto appended as Schedule A.

22. The Railway Act of 1879, in so far as the provisions of the same are applicable to the undertaking referred to in this contract, and in so far as they are not inconsistent herewith or inconsistent with or contrary to the provisions of the Act of incorporation to be granted to the Company, shall apply to the Canadian Pacific Railway.

In witness whereof the parties hereto have executed these presents at the City of Ottawa, this twenty-first day of October, 1880.

(Signed)

CHARLES TUPPER,

Minister of Railways and Canals.

"

GEO. STEPHEN,

"

DUNCAN MCINTYRE,

"

J. S. KENNEDY,

"

R. B. ANGUS,

"

J. J. HILL,

Per pro. Geo. Stephen.

"

MORTON, ROSE & Co.,

"

KOHN, REINACH & Co.,

By P. Du P. Grenfell.

Signed in presence of F. BRAUN, and Seal of the
Department hereto affixed by Sir CHARLES
TUPPER, in presence of

(Signed)

F. BRAUN.

And whereas the Schedule A to the said contract, is set out in an Act of our Parliament of Canada, passed on the fifteenth day of February, in the year of Our Lord one thousand eight hundred and eighty-one, and in the forty-fourth year of our reign, intituled: "An Act respecting the Canadian Pacific Railway;" and whereas by the said Act after reciting as follows, viz:

"Whereas by the terms and conditions of the admission of British Columbia into Union with the Dominion of Canada, the Government of the Dominion has assumed the obligation of causing a Railway to be constructed, connecting the seaboard of British Columbia with the Railway system of Canada;

"And whereas the Parliament of Canada has repeatedly declared a preference for the construction and operation of such Railway by means of an incorporated

Company aided by grants of money and land, rather than by the Government, and certain Statutes have been passed to enable that course to be followed, but the enactments therein contained have not been effectual for that purpose;

"And whereas certain sections of the said Railway have been constructed by the Government and others are in course of construction, but the greater portion of the main line thereof has not yet been commenced or placed under contract, and it is necessary for the development of the North-West Territory, and for the preservation of the good faith of the Government in the performance of its obligations, that immediate steps should be taken to complete and operate the whole of the said Railway;

"And whereas, in conformity with the expressed desire of Parliament, a contract has been entered into for the construction of the said portion of the main line of the said Railway, and for the permanent working of the whole line thereof, which contract, with the schedule annexed, has been laid before Parliament for its approval and a copy thereof is appended hereto, and it is expedient to approve and ratify the said contract, and to make provision for the carrying out of the same; the said contract and agreement with the said Schedule A thereto was approved and ratified, and We were authorized to perform and carry out the conditions thereof according to their purport; and for the purpose of incorporating the persons mentioned in the said contract, and those who shall be associated with them in the undertaking and of granting to them the powers necessary to enable them to carry out the said contract according to the terms thereof, it was enacted that our Governor-General of Canada might grant to them, in conformity with the said contract under the corporate name of the Canadian Pacific Railway Company, a charter conferring upon them the franchises, privileges and powers embodied in the said schedule to the said contract; and that such charter being published in the *Canada Gazette* with any Order or Orders in Council relating to it should have force and effect as if it were an Act of our Parliament of Canada, and should be and be held to be an Act of incorporation within the meaning of the said contract;

And whereas the said persons have prayed for a charter for the purpose aforesaid;

1. NOW KNOW YE, that, by and with the advice of our Privy Council for Canada, and under the authority of the hereinbefore in part recited Act, and of any other power and authority whatsoever in Us vested in this behalf, We Do, by these our Letters Patent, grant, order, declare and provide that the said George Stephen, Duncan McIntyre, John S. Kennedy, Richard B. Angus, James J. Hill, the firm of Morton, Rose and Company, and the firm of Kohn, Reinach and Company, with all such other persons and corporations as shall become shareholders in the Company hereby incorporated, shall be and they are hereby constituted a body corporate and politic, by the name of the "Canadian Pacific Railway Company."

2 The capital stock of the Company shall be twenty-five million dollars, divided into shares of one hundred dollars each, which shares shall be transferable in such manner and upon such conditions as shall be provided by the by-laws of the Company; and such shares, or any part thereof, may be granted and issued as paid-up shares for value *bona fide* received by the Company, either in money at par or at such price and upon such conditions as the board of directors may fix, or as part of the consideration of any contract made by the Company.

3. As soon as five million dollars of the stock of the Company have been subscribed, and thirty per centum thereof paid up, and upon the deposit with our Minister of Finance of Canada of one million dollars in money or in securities approved by our Governor-General in Council, for the purpose and upon the conditions in the said contract provided, the said contract shall become and be transferred to the Company, without the execution of any deed or instrument in that behalf; and the Company shall, thereupon, become and be vested with all the rights of the contractors named in the said contract, and shall be subject to, and liable for, all their duties and obligations, to the same extent and in the same manner as if the said contract had been executed by the said Company instead of by the said contractors, and thereupon the

said contractors, as individuals, shall cease to have any right or interest in the said contract, and shall not be subject to any liability or responsibility under the terms thereof otherwise than as members of the corporation hereby created. And upon the performance of the said conditions respecting the subscription of stock, the partial payment thereof, and the deposit of one million dollars to the satisfaction of Our Governor-General in Council, the publication by Our Secretary of State of Canada in the *Canada Gazette*, of a notice that the transfer of the contract to the Company has been effected and completed, shall be conclusive proof of the fact. And the Company shall cause to be paid up, on or before the first day of May next, a further instalment of twenty per centum upon the said first subscription of five million dollars, of which call thirty days' notice by circular mailed to each shareholder shall be sufficient. And the Company shall call in, and cause to be paid up, on or before the 31st day of December, 1882, the remainder of the said first subscription of five million dollars.

4. All the franchises and powers necessary or useful to the Company to enable them to carry out, perform, enforce, use, and avail themselves of, every condition, stipulation, obligation, duty, right, remedy, privilege, and advantage agreed upon, contained or described in the said contract, are hereby conferred upon the Company. And the enactment of the special provisions hereinafter contained shall not be held to impair or derogate from the generality of the franchises and powers so hereby conferred upon them.

DIRECTORS.

5. The said George Stephen, Duncan McIntyre, John S. Kennedy, Richard B. Angus, James J. Hill, Henry Stafford Northcote, of London, aforesaid, Esquires, Pascoe du P. Grenfell, of London, aforesaid, Merchant, Charles Day Rose, of London, aforesaid, Merchant, and Baron J. de Reinach, of Paris, aforesaid, Banker, are hereby constituted the first directors of the Company, with power to add to their number, but so that the directors shall not in all exceed fifteen in number; and the majority of the directors, of whom the President shall be one, shall be British subjects. And the Board of Directors so constituted shall have all the powers hereby conferred upon the directors of the Company, and they shall hold office until the first annual meeting of the shareholders of the Company.

6. Each of the directors of the Company, hereby appointed, or hereafter appointed or elected, shall hold at least two hundred and fifty shares of the stock of the Company. But the number of directors to be hereafter elected by the shareholders shall be such, not exceeding fifteen, as shall be fixed by by-law, and subject to the same conditions as the directors appointed by, or under the authority of, the last preceding section; the number thereof may be hereafter altered from time to time in like manner. The votes for their election shall be by ballot.

7. A majority of the directors shall form a quorum of the board; and until otherwise provided by by-law, directors may vote and act by proxy, such proxy to be held by a director only; but no director shall hold more than two proxies, and no meeting of directors shall be competent to transact business unless at least three directors are present thereat in person, the remaining number of directors required to form a quorum being represented by proxies.

8. The board of directors may appoint from out of their number an Executive Committee, composed of at least three directors, for the transaction of the ordinary business of the Company, with such powers and duties as shall be fixed by the by-laws; and the President shall be *ex officio* a member of such committee.

9. The chief place of business of the Company shall be at the City of Montreal, but the Company may, from time to time, by by-law, appoint and fix other places within or beyond the limits of Canada, at which the business of the Company may be transacted, and at which the directors or shareholders may meet, when called as shall be determined by the by-laws. And the Company shall appoint and fix by by-laws, at least one place in each Province or Territory through which the

railway shall pass, where service of process may be made upon the Company, in respect of any cause of action arising within such Province or Territory, and may afterwards, from time to time, change such place by by-law. And a copy of any by-law fixing or changing any such place, duly authenticated as herein provided, shall be deposited by the Company in the office, at the seat of Government of the Province or Territory to which such by-law shall apply, of the Clerk or Prothonotary of the highest, or one of the highest courts of civil jurisdiction of such Province or Territory. And if any cause of action shall arise against the Company within any Province or Territory, and any writ or process be issued against the Company thereon out of any court in such Province or Territory, service of such process may be validly made upon the Company at the place within such Province or Territory so appointed and fixed; but if the Company fail to appoint and fix such place, or to deposit, as hereinbefore provided, the by-law made in that behalf, any such process may be validly served upon the Company, at any of the stations of the said Railway within such Province or Territory.

SHAREHOLDERS.

10. The first annual meeting of the shareholders of the Company, for the appointment of Directors, shall be held on the second Wednesday in May, 1882, at the principal office of the Company, in Montreal; and the annual general meeting of shareholders, for the election of Directors and the transaction of business generally, shall be held on the same day in each year thereafter at the same place unless otherwise provided by the by-laws. And notice of each of such meetings shall be given by the publication thereof in the *Canada Gazette* for four weeks, and by such further means as shall from time to time be directed by the by-laws.

11. Special general meetings of the shareholders may be convened in such manner as shall be provided by the by-laws. And except as hereinafter provided, notice of such meetings shall be given in the same manner as notices of annual general meetings, the purpose for which such meetings is called being mentioned in the notices thereof; and, except as hereinafter provided, all such meetings shall be held at the chief place of business of the Company.

12. If at any time before the first annual meeting of the shareholders of the Company, it should become expedient that a meeting of the Directors of the Company, or a special general meeting of the shareholders of the Company, should be held, before such meeting can conveniently be called, and notice thereof given in the manner provided by this Act, or by the by-laws, or before by-laws in that behalf have been passed, and at a place other than at the chief place of business of the Company in Montreal before the enactment of a by-law authorizing the holding of such meeting elsewhere; it shall be lawful for the President or for any three of the Directors of the Company to call special meetings either of Directors or of shareholders, or of both, to be held at the City of London in England, at times and places respectively, to be stated in the notices to be given of such meetings respectively. And notices of such meetings may be validly given by a circular mailed to the ordinary address of each director or shareholder as the case may be, in time to enable him to attend such meeting, stating in general terms the purpose of the intended meeting. And in the case of a meeting of shareholders the proceedings of such meeting shall be held to be valid and sufficient, and to be binding on the Company in all respects, if every shareholder of the Company be present thereat in person or by proxy, notwithstanding that notice of such meeting shall not have been given in the manner required by this Act.

13. No shareholder holding shares upon which any call is overdue and unpaid shall vote at any meeting of shareholders. And unless otherwise provided by the by-laws, the person holding the proxy of a shareholder shall be himself a shareholder.

14. No call upon unpaid shares shall be made for more than twenty per centum upon the amount thereof.

RAILWAY AND TELEGRAPH LINE.

15. The Company may lay out, construct, acquire, equip, maintain and work a continuous line of railway, of the gauge of four feet eight and one-half inches, which railway shall extend from the terminus of the Canada Central Railway near Lake Nipissing, known as Callander Station, to Port Moody, in the Province of British Columbia; and also, a branch line of railway from some point on the main line of railway to Fort William on Thunder Bay; and also the existing branch line of railway from Selkirk, in the Province of Manitoba, to Pembina in the said Province; and also other branches to be located by the Company from time to time as provided by the said contract; the said branches to be of the gauge aforesaid; and the said main line of railway, and the said branch lines of railway, shall be commenced and completed as provided by the said contract; and together with such other branch lines as shall be hereafter constructed by the said Company, and any extension of the said main line of railway that shall hereafter be constructed or acquired by the Company, shall constitute the line of railway hereinafter called THE CANADIAN PACIFIC RAILWAY.

16. The Company may construct, maintain and work a continuous telegraph line and telephone lines throughout and along the whole line of the Canadian Pacific Railway, or any part thereof, and may also construct or acquire by purchase, lease or otherwise, any other line or lines of telegraph connecting with the line so to be constructed along the line of the said railway, and may undertake the transmission of messages for the public by any such line or lines of telegraph or telephone, and collect tolls for so doing; or may lease such line or lines of telegraph or telephone, or any portion thereof; and, if they think proper to undertake the transmission of messages for hire, they shall be subject to the provisions of the fourteenth, fifteenth and sixteenth sections of chapter sixty-seven of the Consolidated Statutes of Canada. And they may use any improvement that may hereafter be invented (subject to the rights of patentees) for telegraphing or telephoning, and any other means of communication that may be deemed expedient by the Company at any time hereafter.

POWERS.

17. "*The Consolidated Railway Act, 1879*," in so far as the provisions of the same are applicable to the undertaking authorized by this charter, and in so far as they are not inconsistent with or contrary to the provisions hereof, and save and except as hereinafter provided, is hereby incorporated herewith.

18. As respects the said railway, the seventh section of "*The Consolidated Railway Act, 1879*," relating to POWERS, and the eighth section thereof relating to PLANS AND SURVEYS, shall be subject to the following provisions:—

a. The Company shall have the right to take, use and hold the beach and land below high water mark, in any stream, lake, navigable water, gulf or sea, in so far as the same shall be vested in Us and shall not be required by Us, to such extent as shall be required by the Company for its railway and other works, and as shall be exhibited by a map or plan thereof deposited in the office of the Minister of Railways. But the provisions of this sub-section shall not apply to any beach or land lying east of Lake Nipissing except with the approval of our Governor-General in Council.

b. It shall be sufficient that the map or plan and book of reference for any portion of the line of the railway not being within any district or county for which there is a Clerk of the Peace, be deposited in the office of Our Minister of Railways and Canals of Canada, and any omission, mis-statement or erroneous description of any lands therein may be corrected by the Company, with the consent of the Minister, and certified by him; and the Company may then make the railway in accordance with such certified correction.

c. The eleventh sub-section of the said eighth section of the Railway Act shall not apply to any portion of the railway passing over ungranted lands of Us, or lands not within any surveyed township in any Province; and in such places, deviations not

exceeding five miles from the line shown on the map or plan as aforesaid, deposited by the Company, shall be allowed, without any formal correction or certificate; and any further deviation that may be found expedient may be authorized by order of Our Governor-General in Council, and the Company may then make their railway in accordance with such authorized deviation.

d. The map or plan and book of reference of any part of the main line of the Canadian Pacific Railway made and deposited in accordance with this section, after approval by Our Governor-General in Council, and of any branch of such railway hereafter to be located by the said Company in respect of which the approval of Our Governor-General in Council shall not be necessary, shall avail as if made and deposited as required by the said "*Consolidated Railway Act, 1879*," for all the purposes of the said Act, and of this Act; and any copy of, or extract therefrom, certified by Our said Minister or his deputy, shall be received as evidence in any court of law in Canada.

e. It shall be sufficient that a map or profile of any part of the completed railway, which shall not lie within any county or district having a registry office, be filed in the office of Our Minister of Railways and Canals of Canada.

19. It shall be lawful for the Company to take from any public lands adjacent to or near the line of the said railway, all stone, timber, gravel and other materials which may be necessary or useful for the construction of the railway; and also to lay out and appropriate to the use of the Company, a greater extent of lands, whether public or private, for stations, depots, workshops, buildings, side tracks, wharves, harbors and roadway, and for establishing screens against snow, than the breadth and quantity mentioned in "*The Consolidated Railway Act, 1879*," such greater extent taken, in any case being allowed by Our Governor-General in Council, and shown on the maps or plans deposited with our Minister of Railways and Canals of Canada.

20. The limit to the reduction of tolls by Our Parliament of Canada provided for by the eleventh sub-section of the 17th section of "*The Consolidated Railway Act, 1879*," respecting TOLLS, is hereby extended, so that such reduction may be to such an extent that such tolls when reduced shall not produce less than ten per cent per annum profit on the capital actually expended in the construction of the Railway, as such capital may be defined by an Act of Our Parliament of Canada to be passed during the present Session thereof, instead of not less than fifteen per cent. per annum profit, as provided by the said sub-section; and so also that such reduction shall not be made unless the net income of the Company, ascertained as described in said sub-section, shall have exceeded ten per cent. per annum, instead of fifteen per cent. per annum, as provided by the said sub-section. And the exercise by Our Governor-General in Council of the power of reducing the tolls of the Company as provided by the tenth sub-section of said section seventeen is hereby limited to the same extent with relation to the profit of the Company, and to its net revenue, as that to which the power of Parliament to reduce tolls is limited by said sub-section eleven as hereby amended.

21. The first and second sub-sections of section 22, of "*The Consolidated Railway Act, 1879*," shall not apply to the Canadian Pacific Railway Company; the transfer of shares in the undertaking shall be made only upon the books of the Company in person or by attorney, and shall not be valid unless so made; and the form and mode of transfer shall be such as shall be from time to time regulated by the by-laws of the Company. And the funds of the Company shall not be used in any advance upon the security of any of the shares or stock of the Company.

22. The third and fourth sub-sections of said section 22 of "*The Consolidated Railway Act, 1879*," shall be subject to the following provisions, namely, that if before the completion of the railway and works under the said contract, any transfer should purport to be made of any stock or share in the Company, or any transmission of any share should be effected under the provisions of said sub-section four, to a person not already a shareholder in the Company, and if in the opinion of the Board it should not be expedient that the person (not being already a shareholder) to whom such transfer or transmission shall be made or effected should be accepted as a shareholder,

the directors may by resolution veto such transfer or transmission; and thereafter, and until after the completion of the said railway and works under the said contract, such person shall not be, or be recognized as a shareholder in the Company; and the original shareholder, or his estate, as the case may be, shall remain subject to all the obligations of a shareholder in the Company, with all the rights conferred upon a shareholder under this Charter. But any firm holding paid-up shares in the Company may transfer the whole or any of such shares to any partner in such firm having already an interest as such partner in such shares, without being subject to such veto. And in the event of such veto being exercised, a note shall be taken of the transfer or transmission so vetoed in order that it may be recorded in the books of the Company after the completion of the railway and works as aforesaid; but until such completion, the transfer or transmission so vetoed shall not confer any rights, nor have any effect of any nature or kind whatever as respects the Company.

23. Sub-section sixteen of section nineteen, relating to PRESIDENT AND DIRECTORS, THEIR ELECTION AND DUTIES; sub-section two of section twenty-four, relating to BY-LAWS, NOTICES, &c., sub-sections five and six of section twenty-eight, relating to GENERAL PROVISIONS, and section ninety-seven, relating to RAILWAY FUND, of "*The Consolidated Railway Act, 1879*," shall not, nor shall any of them apply to the Canadian Pacific Railway or to the Company hereby incorporated.

24. The said Company shall afford all reasonable facilities to the Ontario Pacific Junction Railway Company, when their railway shall be completed to a point of junction with the Canadian Pacific Railway; and to the Canada Central Railway Company, for the receiving, forwarding and delivering of traffic upon and from the railways of the said Companies, respectively; and for the return of carriages, trucks and other vehicles; and no one of the said Companies shall give or continue any preference or advantage to, or in favor of either of the others, or of any particular description of traffic, in any respect whatsoever; nor shall any one of the said Companies subject any other thereof, or any particular description of traffic, to any prejudice or disadvantage in any respect whatsoever; and any one of the said Companies which shall have any terminus or station near any terminus or station of either of the others, shall afford all reasonable facilities for receiving and forwarding all the traffic arriving by either of the others, without any unreasonable delay, and without any preference or advantage, or prejudice or disadvantage, and so that no obstruction may be offered in the using of such railway as a continuous line of communication, and so that all reasonable accommodation may at all times, by the means aforesaid, be mutually afforded by and to the said several railway companies; and the said Canadian Pacific Railway Company shall receive and carry all freight and passenger traffic shipped to or from any point on the railway of either of the said above named railway companies passing over the Canadian Pacific Railway or any part thereof, at the same mileage rate and subject to the same charges for similar services, without granting or allowing any preference or advantage to the traffic coming from or going upon one of such railways over such traffic coming from or going upon the other of them, reserving, however, to the said Canadian Pacific Railway Company the right of making special rates for purchasers of land, or for emigrants or intending emigrants, which special rates shall not govern or affect the rates of passenger traffic as between the said Company and the said two above named Companies or either of them. And any agreement made between any two of the said Companies contrary to the foregoing provisions, shall be unlawful, null and void.

25. The Company under the authority of a special general meeting of the shareholders thereof, and as an extension of the railway hereby authorized to be constructed, may purchase or acquire by lease or otherwise, and hold and operate, the Canada Central Railway, or may amalgamate therewith, and may purchase or acquire by lease or otherwise and hold and operate a line or lines of railway from the city of Ottawa to any point at navigable water on the Atlantic seaboard or to any intermediate point, or may acquire running powers over any railway now constructed between Ottawa and any such point or intermediate point. And the Company may purchase or acquire any such railway, subject to such existing mortgages, charges or

liens thereon as shall be agreed upon, and shall possess with regard to any lines of railway so purchased, or acquired, and becoming the property of the Company, the same powers as to the issue of bonds thereon, or on any of them, to an amount not exceeding twenty thousand dollars per mile, and as to the security for such bonds, as are conferred upon the Company by the twenty-eighth section hereof, in respect of bonds to be issued upon the Canadian Pacific Railway. But such issue of bonds shall not affect the right of any holder of mortgages or other charges already existing upon any line of railway so purchased or acquired; and the amount of bonds hereby authorized to be issued upon such line of railway shall be diminished by the amount of such existing mortgages or charges thereon.

26. The Company shall have power and authority to erect and maintain docks, dockyards, wharves, ships and piers at any point on or in connection with the said Canadian Pacific Railway, and at all the termini thereof on navigable water, for the convenience and accommodation of vessels and elevators; and also to acquire, and work elevators, and to acquire, own, hold, charter, work and run, steam and other vessels for cargo and passengers upon any navigable water, which the Canadian Pacific Railway may reach or connect with.

BY-LAWS.

27. The by-laws of the Company may provide for the remuneration of the president and directors of the Company, and of any executive committee of such directors; and for the transfer of stock and shares; the registration and inscription of stock, shares, and bonds, and the transfer of registered bonds; and the payment of dividends and interest at any place or places within or beyond the limits of Canada; and for all other matters required by the said contract or by this Act to be regulated by by-laws: but the by-laws of the Company made as provided by law shall in no case have any force or effect after the next general meeting of shareholders, which shall be held after the passage of such by-laws, unless they are approved by such meetings.

BONDS.

28. The Company, under the authority of a special general meeting of the shareholders called for the purpose, may issue mortgage bonds to the extent of ten thousand dollars per mile of the Canadian Pacific Railway for the purposes of the undertaking authorized by the present charter; which issue shall constitute a first mortgage and privilege upon the said railway, constructed or acquired, and to be thereafter constructed, or acquired, and upon its property, real and personal, acquired and to be thereafter acquired including rolling stock, and plant, and upon its tolls and revenues (after deduction from such tolls and revenues of working expenses), and upon the franchises of the Company; the whole as shall be declared and described as so mortgaged in any deed of mortgage as hereinafter provided. Provided always, however, that if the Company shall have issued, or shall intend to issue land grant bonds under the provisions of the thirtieth section hereof, the lands granted and to be granted by Us to the Company may be excluded from the operation of such mortgage and privilege: and provided also that such mortgage and privilege shall not attach upon any property which the Company are hereby, or by the said contract, authorized to acquire or receive from Us until the same shall have been conveyed by Us to the Company, attach upon such property, if so declared in such deed, but shall as soon as the same shall be conveyed to the Company. And such mortgage and privilege may be evidenced by a deed or deeds of mortgage executed by the Company, with the authority of its shareholders expressed by a resolution passed at such special general meeting; and any such deed may contain such description of the property mortgaged by such deed, and such conditions respecting the payment of the bonds secured thereby and of the interest thereon, and of the remedies which shall be enjoyed by the holders of such bonds or by any trustee or trustees for them in default of such payment, and the enforcement of such remedies, and may provide for such forfeitures and penalties, in default of such payment, as may be approved by such meeting; and may also contain, with the approval aforesaid, authority to the trustee

or trustees, upon such default, as one of such remedies, to take possession of the Railway and property mortgaged, and to hold and run the same for the benefit of the bondholders thereof for a time to be limited by such deed, or to sell the said railway and property, after such delay, and upon such terms and conditions as may be stated in such deed; and with like approval any such deed may contain provisions to the effect that upon such default and upon such other conditions as shall be described in such deed, the right of voting possessed by the shareholders of the Company, and by the holders of preferred stock therein, or by either of them, shall cease and determine, and shall thereafter appertain to the bondholders, or to them and to the holders of the whole or of any part of the preferred stock of the Company, as shall be declared by such deed; and such deed may also provide for the conditional or absolute cancellation after such sale of any or all of the shares so deprived of voting power, or of any or all of the preferred stock of the Company, or both; and may also, either directly by its terms, or indirectly by reference to the by-laws of the Company, provide for the mode of enforcing and exercising the powers and authority to be conferred and defined by such deed, under the provisions hereof. And such deed, and the provisions thereof made under the authority hereof, and such other provisions thereof as shall purport (with like approval) to grant such further and other powers and privileges to such trustee or trustees and to such bondholders as are not contrary to law or to the provisions of this Charter, shall be valid and binding. But if any change in the ownership or possession of the said railway and property shall at any time take place under the provisions hereof, or of any such deed, or in any other manner, the said Railway and property shall continue to be held and operated under the provisions hereof, and of "*The Consolidated Railway Act, 1879*," as hereby modified. And if the Company does not avail itself of the power of issuing bonds secured upon the land grant alone as hereinafter provided, the issue of bonds hereby authorized may be increased to any amount not exceeding twenty thousand dollars per mile of the said Canadian Pacific Railway.

29. If any bond issue be made by the Company under the last preceding section before the said railway is completed according to the said contract, a proportion of the proceeds of such bonds, or a proportion of such bonds if they be not sold, corresponding to the proportion of the work contracted for then remaining incomplete, shall be received by Us, and shall be held, dealt with and, from time to time, paid over by Us to the Company upon the same conditions, in the same manner and according to the same proportions as the proceeds of the bonds, the issue of which is contemplated by sub section *d* of Clause 9 of the said contract, and by the thirty-first section hereof.

30. The Company may also issue mortgage bonds to the extent of twenty-five million dollars upon the lands granted in aid of the said railway and of the undertaking authorized by this charter; such issue to be made only upon similar authority to that required by this charter for the issue of bonds upon the railway; and when so made such bonds shall constitute a first mortgage upon such lands, and shall attach upon them when they shall be granted, if they are not actually granted at the time of the issue of such bonds. And such mortgage may be evidenced by a deed or deeds of mortgage to be executed under like authority to the deed securing the issue of bonds on the railway; and such deed or deeds under like authority may contain similar conditions and may confer upon the trustee or trustees named thereunder and upon the holders of the bonds secured thereby, remedies, authority, power and privileges, and may provide for forfeitures and penalties, similar to those which may be inserted and provided for under the provisions of this charter in any deed securing the issue of bonds on the railway, together with such other provisions and conditions not inconsistent with law or with this charter as shall be so authorized. And such bonds may be styled Land Grant Bonds, and they and the proceeds thereof shall be dealt with in the manner provided in the said contract.

31. The Company may, in the place and stead of the said land grant bonds, issue bonds under the twenty-eighth section hereof, to such amount as they shall agree with Us to issue, with the interest guaranteed by Us as provided for in the said contract;

such bonds to constitute a mortgage upon the property of the Company and its franchises acquired and to be thereafter acquired—including the main line of the Canadian Pacific Railway, and the branches thereof hereinbefore described, with the plant and rolling stock thereof acquired and to be thereafter acquired, but exclusive of such other branches thereof and of such personal property as shall be excluded by the deed of mortgage to be executed as security for such issue. And the provisions of the said twenty-eighth section shall apply to such issue of bonds, and to the security which may be given for the payment thereof, and they and the proceeds thereof shall be dealt with as hereby and by the said contract provided.

32. It shall not be necessary to affix the seal of the Company to any mortgage bond issued under the authority of this Act; and every such bond issued without such seal shall have the same force and effect, and be held, treated and dealt with by all courts of law and of equity as if it were sealed with the seal of the Company. And if it is provided by the mortgage deed executed to secure the issue of any bonds, that any of the signatures to such bonds or to the coupons thereto appended may be engraved, stamped or lithographed thereon, such engraved, stamped or lithographed signatures shall be valid and binding on the Company.

33. The phrase "working expenses" shall mean and include all expenses of maintenance of the railway, and of the stations, buildings, works and conveniences belonging thereto, and of the rolling and other stock and movable plant used in the working thereof, and also all such tolls, rents or annual sums as may be paid in respect of the hire of engines, carriages or waggons let to the Company; also, all rent, charges, or interest on the purchase money of lands belonging to the Company, purchased but not paid for, or not fully paid for; and also all expenses of and incidental to working the railway and traffic thereon, including stores and consumable articles; also rates, taxes, insurance and compensation for accidents or losses; also all salaries and wages of persons employed in and about the working of the railway and traffic, and all office and management expenses, including directors' fees, agency, legal and other like expenses.

34. The bonds authorized by this charter to be issued upon the railway or upon the lands to be granted to the Company, or both, may be so issued in whole or in part in the denomination of dollars, pounds sterling, or francs, or in any or all of them, and the coupons may be for payment in denominations similar to those of the bond to which they are attached. And the whole or any of such bonds, may be pledged, negotiated, or sold upon such conditions and at such price as the board of directors shall from time to time determine. And provision may be made by the by-laws of the Company, that after the issue of any bond, the same may be surrendered to the Company by the holder thereof, and the Company may, in exchange therefor, issue to such holder inscribed stock of the Company, which inscribed stock may be registered or inscribed at the chief place of business of the Company or elsewhere, in such manner, with such rights, liens, privileges and preferences, at such place, and upon such conditions, as shall be provided by the by-laws of the Company.

35. It shall not be necessary, in order to preserve the priority, lien, charge, mortgage or privilege, purporting to appertain to or be created by any bond issued or mortgage deed executed under the provisions of this charter, that such bond or deed should be enregistered in any manner, or in any place whatever. But every such mortgage deed shall be deposited in the office of our Secretary of State of Canada, of which deposit notice shall be given in the *Canada Gazette*. And in like manner any agreement entered into by the Company, under section thirty-six of this charter, shall also be deposited in the said office. And a copy of any such mortgage deed, or agreement, certified to be a true copy by Our said Secretary of State or his Under-Secretary or Deputy, shall be received as *prima facie* evidence of the original in all courts of justice, without proof of the signatures or seal upon such original.

36. If, at any time, any agreement be made by the Company with any persons intending to become bondholders of the Company, or be contained in any mortgage deed executed under the authority of this charter, restricting the issue of bonds by the Company, under the powers conferred by this charter, or defining or limiting the

mode of exercising such powers, the Company, after the deposit thereof with Our said Secretary of State as hereinbefore provided, shall not act upon such powers otherwise than as defined, restricted and limited by such agreement. And no bond thereafter issued by the Company, and no order, resolution or proceeding thereafter made, passed or had by the Company, or by the board of directors, contrary to the terms of such agreement, shall be valid or effectual.

37. The Company may, from time to time, issue guaranteed or preferred stock, at such price, to such amount, not exceeding ten thousand dollars per mile, and upon such conditions as to the preferences and privileges appertaining thereto, or to different issues or classes thereof, and otherwise, as shall be authorized by the majority in value of the shareholders present in person or represented by proxy at any annual meeting or at any special general meeting thereof called for the purpose,—notice of the intention to propose such issue at such meeting being given in the notice-calling such meeting. But the guarantee or preference accorded to such stock shall not interfere with the lien, mortgage and privilege attaching to bonds issued under the authority of this Act. And the holders of such preferred stock shall have such power of voting at meetings of shareholders, as shall be conferred upon them by the by-laws of the Company.

EXECUTION OF AGREEMENTS.

38. Every contract, agreement, engagement, scrip certificate or bargain made, and every bill of exchange drawn, accepted or endorsed, and every promissory note and cheque made, drawn or endorsed on behalf of the Company, by any agent, officer or servant of the Company, in general accordance with his powers as such under the by-laws of the Company, shall be binding upon the Company; and in no case shall it be necessary to have the seal of the Company affixed to any such bill, note, cheque, contract, agreement, engagement, bargain, or scrip certificate, or to prove that the same was made, drawn, accepted or endorsed, as the case may be, in pursuance of any by-law or special vote or order; nor shall the party so acting as agent, officer or servant of the Company be subjected individually to any liability, whatsoever, to any third party therefor; provided always, that nothing in this charter shall be construed to authorize the Company to issue any note payable to the bearer, thereof, or any promissory note intended to be circulated as money or as the note of a bank, or to engage in the business of banking or insurance.

GENERAL PROVISIONS.

39. The Company shall, from time to time, furnish such reports of the progress of the work, with such details and plans of the work, as Our Governor General in Council may require.

40. As respects places not within any Province, any notice required by "*The Consolidated Railway Act, 1879*," to be given in the "*Official Gazette*" of a Province, may be given in the *Canada Gazette*.

41. Deeds and conveyances of lands to the Company for the purposes of this charter, (not being letters patent from Us) may, in so far as circumstances will admit, be in the form following, that is to say:—

"Know all men by these presents, that I, A. B., in consideration of _____ paid to me by the Canadian Pacific Railway Company, the receipt whereof is hereby acknowledged, grant, bargain, sell and convey unto the said The Canadian Pacific Railway Company, their successors and assigns, all that tract or parcel of land (*describe the land*) to have and to hold the said land and premises unto the said Company, their successors and assigns for ever.

"Witness my hand and seal, this _____ day of _____
one thousand eight hundred and _____

"Signed, sealed and delivered
in presence of

"C. D.
"E. F."

A. B. [L. S.]

or in any other form to the like effect. And every deed made in accordance herewith shall be held and construed to impose upon the vendor executing the same the obligation of guaranteeing the Company and its assigns against all dower and claim for dower and against all hypothecs and mortgages, and against all liens and charges whatsoever, and also that he has a good, valid and transferable title thereto.

In TESTIMONY WHEREOF, We have caused these Our Letters to be made Patent, and the Great Seal of Canada to be hereunto affixed. WITNESS, Our Right Trusty and Well-Beloved Councillor, SIR JOHN DOUGLAS SUTHERLAND CAMPBELL, (commonly called the Marquis of Lorne), Knight of Our Most Ancient and Most Noble Order of the Thistle, Knight Grand Cross of Our Most Distinguished Order of St. Michael and St. George, Governor-General of Canada and Vice-Admiral of the same, &c., &c., &c.

At Our Government House, in Our CITY of OTTAWA,
this day of , in the Year of
Our Lord one thousand eight hundred and eighty-one, and in the
forty-fourth year of Our Reign.

By Command.

JOHN O'CONNOR, Secretary of State of Canada.

Letters Patent under the Great Seal of Canada have been this day issued in accordance with the foregoing Order in Council.

Dated 16th February 1881.

JOHN O'CONNOR, Secretary of State.

J. O. COTÉ, C.P.C.

RETURN

(48f)

To an ADDRESS of the HOUSE OF COMMONS, dated 15th February, 1882;—
For Copies of all Correspondence since 22nd December, 1880, with
Smith, Ripley & Co., and others, upon the subject of the Georgian
Bay Branch of the Pacific Railway Contract.

By command,

J. A. MOUSSEAU,

Secretary of State.

Department of the Secretary of State,
4th March, 1882.

[In conformity with the recommendation of the Printing Committee, the above return is
not printed.]

RETURN

(48g)

To an ADDRESS of the HOUSE OF COMMONS, dated 15th February, 1882;
For Copies of all Correspondence relating to the Rates for Passengers and Freight on any Railway operated by the Canadian Pacific Railway Company, and of any Tariffs of such Rates proposed or approved, and of all Reports and Orders in Council affecting the same, and of any special Rates made on any such Railway.

By command,

J. A. MOUSSEAU,

Department of the Secretary of State,
Ottawa, 7th March, 1882.

Secretary of State.

THE CANADIAN PACIFIC RAILWAY COMPANY,
OFFICE OF THE SECRETARY, MONTREAL, 27th April, 1881.

SIR,—I have the honor, by instruction from the Board of Directors of this Company, to transmit herewith copy of a by-law relating to the tolls to be charged on the Canadian Pacific Railway, passed at a meeting of the Board held this day, and to request that the same be submitted for the approval of the Governor in Council, as required by section 17, sub-section 9, of the Consolidated Railway Act.

As the tolls fixed by this by-law cannot be levied until such approval has been obtained, nor until its publication for two weeks in the *Canada Gazette*, I beg to request that, if approved, it be inserted in this week's issue of that paper.

I have the honor to be, Sir, your obedient servant,

C. DRINKWATER, *Secretary.*

Hon. J. H. POPE, Acting Minister of Railways and Canals.

OTTAWA, 28th April, 1881.

(Memorandum.)

The undersigned has the honor to report that, in compliance with the requirements of the Consolidated Railway Act, the Canadian Pacific Railway Company have submitted for approval a copy of a by-law, passed on the 27th instant, fixing the tolls to be charged on that Railway.

That such table of tolls, hereto annexed, has been duly examined by the Chief Engineer of Government Railways in operation, and is by him reported to be satisfactory.

The undersigned accordingly recommends that, in accordance with the provisions of the Act above cited, the approval of His Excellency the Governor-General in Council be given thereto, the said table of tolls to continue in force for a term of one year.

Respectfully submitted,
J. H. POPE, *Acting Minister of Railways and Canals.*

GOVERNMENT HOUSE, OTTAWA, FRIDAY, 29th day of April, 1881.

Present: HIS EXCELLENCY THE GOVERNOR-GENERAL IN COUNCIL.

On a Memorandum, dated 28th April, 1881, from the Hon. the Acting Minister of Railways and Canals, transmitting the following copy of a by-law, passed on the 27th April instant, by the Board of Directors of the Canadian Pacific Railway Company, fixing the tariff of tolls to be charged on that Railway, and submitted for approval under the provisions of the Consolidated Railway Act, 1879, 42nd Vic., cap. 9, section 17, sub-section 9.

On the recommendation of the Acting Minister of Railways and Canals, His Excellency, by and with the advice of the Queen's Privy Council for Canada, has been pleased to approve of the said tariff of tolls, the same to continue in force for a term of one year.

The following shall be the tariff of tolls, rates and fares to be charged on the Canadian Pacific Railway for the conveyance of freight and passengers.

THROUGH TARIFF.

On and after the 7th day of May next, the undermentioned rates will be charged on Freight interchanged with connecting lines:—

Miles.	Between Emerson and	Merchandise.				Special Rates.						
		1	2	3	4	1	2	3	4	5	6	7
		Per 100 lbs.	Per 100 lbs.	Per 100 lbs.	Per 100 lbs.	Per 100 lbs.	Per barrel.	Per barrel.	Per car.	Per car.	Per car.	Per 100 lbs.
		cts.	cts.	cts.	cts.	cts.	cts.	cts.	\$ cts.	\$ cts.	\$ cts.	cts.
10	Dominion City.....	3	3	2	2	2	4	7	3 00	4 00	5 00	2
18	*Arnaud.....	5	5	4	4	3	6	11	4 50	5 50	7 50	3
26	*Dufort.....	9	8	7	6	4	8	15	7 00	8 00	10 00	4
35	Otterburn.....	10	9	8	7	5	10	15	8 50	9 50	11 50	4
43	Niverville.....	13	11	10	8	5	10	17	8 50	11 50	13 50	5
55	*St. Norbert.....	16	13	12	9	6	12	19	8 50	13 50	15 50	5
65	St. Boniface.....	18	15	13	10	7	14	19	10 50	15 50	17 50	6
73	*Birds Hills.....	21	18	17	12	8	16	20	11 00	18 00	20 00	7
80	Gonor.....	22	19	18	12	8	16	20	12 50	19 50	21 50	7
87	Selkirk.....	25	22	21	14	9	18	22	13 00	22 00	24 00	8

* Freight must be prepaid.

Emigrants' moveables in car load lots will be charged one-half special rates No. 6; in less than car load lots, one-half first-class rates.

THE CANADIAN PACIFIC RAILWAY COMPANY.

Local Mileage Tariff.

Distance in Miles.	Merchandise.				Special Rates.						
	1	2	3	4	1	2	3	4	5	6	7
	Per 100 lbs.	Per 100 lbs.	Per 100 lbs.	Per 100 lbs.	Per 100 lbs.	Per barrel.	Per barrel.	Per car.	Per car.	Per car.	Per 100 lbs.
	cts.	cts.	cts.	cts.	cts.	cts.	cts.	\$ cts.	\$ cts.	\$ cts.	cts.
0 to 5.....	9	7	6	5	4	8	10	5 00	7 00	7 00	3
5 — 10.....	11	9	7	6	5	10	11	6 00	8 00	8 00	3
10 — 15.....	13	10	8	6	5	10	13	6 50	9 00	9 00	4
15 — 20.....	15	12	9	7	5	10	15	7 00	10 00	10 00	5
20 — 25.....	17	14	11	8	5	10	17	8 00	11 00	12 00	5
25 — 30.....	19	15	12	9	5	10	18	9 00	12 00	15 00	6
30 — 35.....	21	16	13	10	6	12	19	10 00	13 00	16 00	6
35 — 40.....	22	17	13	11	7	14	22	11 00	14 00	17 00	6
40 — 45.....	23	18	14	12	7	14	23	12 00	15 00	18 00	6½
45 — 50.....	24	19	15	12	8	16	23	12 50	16 00	19 00	7
50 — 55.....	25	20	16	13	8	16	24	13 00	18 00	20 00	7
55 — 60.....	26	21	16	13	8	16	25	14 00	19 50	22 00	7
60 — 65.....	27	22	17	14	8	16	26	15 00	21 00	24 00	7½
65 — 70.....	28	22	18	14	10	20	27	16 00	22 00	25 00	8
70 — 75.....	29	23	19	15	11	22	28	17 00	23 00	26 00	8
75 — 80.....	30	24	19	15	11	22	30	18 00	24 00	28 00	8
80 — 85.....	31	25	20	15	12	24	32	19 00	25 00	30 00	8
85 — 90.....	32	26	20	16	12½	25	34	20 00	26 00	34 00	8½
90 — 95.....	33	27	21	17	13	26	35	22 00	27 00	34 00	9
95 — 100.....	34	27	22	17	13	26	36	22 50	27 50	34 00	9
100 — 105.....	35	28	23	18	14	28	37	23 00	28 00	35 00	10
105 — 110.....	36	29	24	18	14	28	38	23 50	28 50	36 00	10
110 — 115.....	37	30	25	19	14	28	39	24 00	29 00	37 00	11
115 — 120.....	38	31	25	19	15	30	40	24 50	29 50	38 00	11
120 — 125.....	39	32	26	20	15	30	41	25 00	30 00	39 00	11
125 — 130.....	40	33	26	21	15	30	41	25 50	30 50	40 00	12
130 — 135.....	41	33	27	21	16	32	42	26 00	31 00	41 00	12
135 — 140.....	42	34	27	21	16	32	42	26 50	31 50	42 00	13
140 — 145.....	43	35	28	22	16	32	43	27 00	32 00	43 00	13

PASSENGER TARIFF.

A uniform rate of three cents per mile. Emigrants going into the country on through tickets, one and a-half cents per mile.

J. O. COTÉ, C. P. C.

OTTAWA, 13th May, 1881.

SIR,—I am directed to inform you that an Order in Council, dated the 29th of April, 1881, has issued in approval of the tariff of tolls to be charged upon the Canadian Pacific Railway as specified in the by-law passed by the Board of Directors of the Railway on the 27th of that month, and submitted for the purpose, in accordance with the provisions of the Consolidated Railway Act of 1879.

I am, Sir, your obedient servant,

F. BRAUN, *Secretary.*

C. DRINKWATER, Esq., Secretary C.P.R. Co., Montreal.

OTTAWA, 24th January, 1882.

SIR,—I have the honor, by direction of the Minister, to request that, in accordance with the provisions of the Consolidated Act of 1879, you will be pleased to submit for the approval of His Excellency the Governor-General in Council, a tariff of tolls charged upon that portion of the Canadian Pacific Railway lying between Telford and Rat Portage, the transfer of which to the Canadian Pacific Railway Company is authorized by an Order in Council of the 12th inst., a copy of which has been forwarded to you by to-day's mail.

I am, Sir, your obedient servant,

F. BRAUN, *Secretary.*

C. DRINKWATER, Esq., Secretary C.P.R. Co., Montreal.

OTTAWA, 26th January, 1882.

SIR,—With reference to a table of tolls, through and local mileage tariff, of the Canadian Pacific Railway Company, submitted to the Department under cover of your letter of the 27th April, 1881, the approval of which for one year was authorized by an Order in Council of the 29th April, 1881, I am directed by the Minister to request that you will be pleased to forward a classification sheet of special articles and rates, referring to corresponding numbers in the table already submitted.

I am, Sir, your obedient servant,

F. BRAUN, *Secretary.*

C. DRINKWATER, Esq., Secretary C.P.R. Co., Montreal.

THE CANADIAN PACIFIC RAILWAY COMPANY,
OFFICE OF THE SECRETARY, MONTREAL, 31st January, 1882.

SIR,—As requested by your letter of the 26th instant, I beg to enclose a copy of the classification sheet of special articles and rates referred to in the table of the through and mileage tariff of this Railway approved by Order in Council of the 29th April, 1881.

I have the honor to be, Sir, your obedient servant,

C. DRINKWATER, *Secretary.*

F. BRAUN, Esq., Secretary Railways and Canals.

SPECIAL ARTICLES AND RATES.

Agents will not charge more for less than a car load of any of the articles named below, than would be charged for a car load.

All freight taken at these rates, must be loaded and unloaded by owner.

- No. 1. Grain, millstuffs and potatoes, in bulk or in bags, in car loads of not over 20,000 lbs., taken at owner's risk of shortage, except when caused by collision or accident.
- No. 2. Flour, meal and common lime, in barrels, 90 barrels or more.
- No. 3. Salt, cement, water lime, stucco, and land plaster, in barrels, 60 barrels or more.
- No. 4. Lumber, shingles, laths, fence posts and rails, telegraph poles, timber and saw-logs, in car loads not exceeding 20,000 lbs. Long timber requiring more than one car to transport it, will be charged 30 per cent. additional. At these rates the road will not be responsible for deficiency in quantity. For less than a car load, fourth class rates at estimated weights.
- No. 5. Live stocks, in car loads at owner's risk to be receipted for at shipper's count, more or less.
- No. 6. Agricultural implements, furniture, household goods, machinery, hay presses, farm waggons, wooden pumps, earthen and stone ware, doors, sash

and blinds, waggon stock in rough and woodenware, drain tile, building paper, nails in kegs, wood in shape unfinished, pork, ham and bacon, in barrels, in car loads of not over 20,000 lbs., at owner's risk of damage or loss.

No. 7. Coal, coke, brick, sand, stone, iron ore, pig iron, shingle and stave bolts, staves and heading, tanner's bark, hoops, hoop and hop poles, pressed hay, railroad iron, chairs and spikes, bones, hoofs and horns, sawdust and ice, in car loads of not over 20,000 lbs.

Hay will be taken only at the convenience of this Railway and at owner's risk of fire. Locomotive and tenders, 35 cents per mile; passenger and baggage cars, 15 cents per mile; freight cars, box 10 cents, and flats 8 cents per mile, when hauled in freight trains on their own wheels.

THE CANADIAN PACIFIC RAILWAY COMPANY,
OFFICE OF THE SECRETARY, MONTREAL, 6th February, 1882.

SIR,—I have the honor to acknowledge the receipt of your letter of the 24th ult., requesting that a tariff of tolls, to be charged upon that portion of the Canadian Pacific Railway lying between Telford and Rat Portage, be submitted for the approval of His Excellency the Governor-General in Council.

I am instructed by the Directors to state that it is their intention to propose a revision of the tolls which have been charged under authority of an Order in Council, passed in April last, for the consideration of the Government, and I beg to suggest that in the meantime authority be given the Company to extend temporarily the mileage and other tariffs now in force on the Western Division to that portion of the Railway between Telford and Rat Portage, until such revised tariff has received consideration. That portion of the main line between Portage la Prairie and Brandon, is in the same position, and in respect to which I am instructed to make the same suggestion.

I have the honor to be, Sir, your obedient servant,

C. DRINKWATER, *Secretary.*

F. BRAUN, Esq., Secretary Railways and Canals.

OTTAWA, 27th February, 1882.

SIR,—In reply to your letter of the 6th instant, the Honorable Minister of Railways and Canals directs me to say that the general tolls, rates and fares, authorized by Order in Council of the 29th April, 1881, to be charged by the Canadian Pacific Railway Company, up to the 28th day of April next, may be considered as applicable to the sections of the road between Telford and Rat Portage, and between Portage la Prairie and Brandon, up to the same date.

I have the honor to be, Sir, your obedient servant,

F. BRAUN, *Secretary.*

CHARLES DRINKWATER, Esq., Secretary, C.P.R. Co., Montreal.

RETURN

(484)

To an ORDER of the HOUSE OF COMMONS, dated 15th February, 1882 ;—For all Correspondence on the subject of any Railway or Projected Railway claimed by the Canadian Pacific Railway Company to be in derogation of their Contract rights.

By command,

J. A. MOUSSEAU,

Secretary of State.

Department of the Secretary of State,
8th March, 1882.

OTTAWA, 6th March 1882.

SIR,—I beg, herewith, to transmit return in answer to an Order from the House of Commons, dated 15th February, 1882, calling for copies of correspondence on the subject of Railways, claimed by the Canadian Pacific Railway Company to be in derogation of their contract rights.

Application should be made to the Secretary of State for copy of the letter forwarding Order in Council on the subject to the Government of Manitoba.

I have the honor to be, Sir, your obedient servant,

F. BRAUN, *Secretary.*

E. J. LANGEVIN, Esq., Under-Secretary of State.

17th January, 1882.

SIR,—I have the honor to transmit to you, herewith, a certified copy of an Order of His Excellency the Administrator of the Government in Council, disallowing an Act of the Lieutenant-Governor of the Province of Manitoba, passed on the 25th day of May, 1881, entitled "An Act to incorporate the Winnipeg South-Eastern Railway Company," with the certificate of His Excellency as to its receipt duly endorsed thereon.

I also enclose, for the information of your Government, a copy of a Report of the Honorable the Minister of Justice in reference to the said Act.

I have, &c., &c.,

J. A. MOUSSEAU, *Secretary of State.*

His Honor the Lieutenant-Governor
of Manitoba, Winnipeg.

Legislation Per Manitoba, *re* C. P. R. Charter.

1881.

October, 20, 21, from Clerk Privy Council, 27,216. Refers letter from Canadian Pacific Railway Company, *re* Legislation of Province Manitoba, incorporating other Railway Companies—which conflicts with Canadian Pacific Railway contract.

1881.

October, 28, 23, C. Schreiber; 27,293. Reports on 2,216, from Canadian Pacific Railway Company, with reference to the Legislature of Manitoba, incorporating certain Companies.

November, 2, to Report to Council, 16,833. That the Governor-General be advised to disallow certain Acts, passed at the last Session of the Legislature of the Province of Manitoba.

1882.

January, 12, 18, Order in Council, 27,821. Disallowing the Act of the Province of Manitoba, "an Act to incorporate the Winnipeg South Eastern Railway Company," such being in conflict with the conditions of the Canadian Pacific Railway contract.

THE CANADIAN PACIFIC RAILWAY COMPANY, OFFICE OF SECRETARY,
MONTREAL, 18th October, 1881.

SIR,—I have the honor, under the instructions of the Board of Directors of this Company, to call your attention, and the attention of your Government, to a portion of the legislation of the Province of Manitoba, during its past session.

By chapter 37 of the Acts of the Manitoba Legislature, passed this year, a Company called the Winnipeg South-Eastern Railway Company is incorporated, with power to construct a railway from a point at or near the City of Winnipeg, running in a south-easterly direction to the boundary line between the Province of Manitoba and the State of Minnesota, (See section 3).

By the 21st section of the same Act, it is provided that the Company may amalgamate with any other Railway Company, and may accept such Company as forming part of Winnipeg South-Eastern Railway Company.

By chapter 38 of the Acts of the same Legislature, also passed during the past Session, a Company is incorporated called the Manitoba Tramway Company. And by section 2 of that Act, power is conferred upon the Company, to make iron or wooden tramways "along all or any of the public highways" in the Province, subject only to the consent of the Local Municipality, and of the Lieutenant-Governor in Council.

To facilitate the exercise of these powers, the 15th of the same Act provides that the Company may "make, carry or place the tramway across or upon the land of any Corporation or person on the line of the tramway." Power is also given to expropriate land for the purpose of the tramway, not exceeding 33 yards in breadth, except where embankments or cuttings exist, or where stations or fixtures are to be erected, or goods to be delivered, in all which places a greater width may be expropriated. And the 19th section enables the Company to leave the routes of the public highways, and to enter upon any lands lying in the intended route or line of the tramway.

By chapter 39 of the Acts of the same Legislature, during the past Session, another Company has been incorporated called the Emerson and North-Western Railway Company, with power to construct a railway from a point on the west side of the Red River, opposite the Town of Emerson, to Mountain City, or Nelsonville, and then to North-West, to any point on the western boundary of the Province of Manitoba.

By the 19th section of the last mentioned Act, power is given to lease the line to any other Railway Company, whose line can connect with the line of the Emerson and North-Western Company.

The Board of Directors regard with extreme anxiety the granting of such powers to these companies. As you are aware, one of the most essential of the conditions upon which this Company undertook the construction of the Canadian Pacific Railway, and more particularly of the Eastern Division of it extending from the Thunder Bay Branch to Callander Station, was that no interference with the traffic which the

Company might reasonably be expected to carry over that division, would be permitted, by the construction of Railways tending to tap the traffic of Manitoba and the North-West Territories, and to divert it into American channels.

I need not remind you that before the execution of the contract with this company, the Government had adopted a policy based upon the considerations which give rise to this condition, and had put it in force on more than one occasion when charters for railways running to the international boundary came up for discussion in Parliament. And in the negotiations which preceded the contract, your Government at once conceded the principle that the same protection which it would have claimed for itself in respect of lines in the interest of United States Railways, if it had built the Canadian Pacific Railway, should be granted to this Company. And the Directors believe that, independent of the positive agreement in that respect which is contained in the contract, and in the charter, it is essential for the protection of the interests of the Dominion, as well as of the rights of this Company, that the operation of the long section of railway lying to the north of Lake Superior should be sustained by such through traffic as may reasonably be obtained for it from Manitoba and the North-West. That division is not expected to have the advantages in respect of local traffic that will be available for a great part of the Railway; and it would be an intolerable burthen on either a Government or a Company to be forced to run that division, while facilities were granted for diverting from it the traffic which legitimately appertains to it.

The charters to which I have had the honor to refer, confer powers upon the companies named, which if exercised, will produce the disastrous effect upon the traffic of the Canadian Pacific Railway which is so much to be deprecated; and they are directly in conflict with the declared policy of the Government; with the conditions of the contract of the Company, with the Government, and with the terms of the charter which has been granted to it.

The Winnipeg and South-Eastern Railway Company has received powers which would enable that Company to connect with the Northern Pacific Railway, or with any other United States Railway tending eastwards; and to constitute itself an important part of a direct competing line toward the seaboard from the present centre of trade in Manitoba.

The Manitoba Tramway Company under its charter could build a light but effective construction from any point within the Province to the boundary line; and could thus afford to any railway in the North-West Territories the means of entering Manitoba, and obtaining a direct connection with any United States Railway at the boundary line; thus competing directly with the Canadian Pacific Railway, and particularly with the eastern division of it as a carrier of through traffic to the seaboard.

And in like manner the Emerson and North-Western Railway Company is granted power to construct a line which would have the same effect as the Winnipeg South-Eastern Railway, except that it would tap the traffic going eastward at a point further west than the latter Company could do.

Under these circumstances I am directed by this Company respectfully to request, that in fulfilment of the contract both as to its letter and its spirit, your Government will be pleased to use its constitutional authority to prevent this Company from the exercise of the powers I have indicated.

I have the honor to be, Sir, your obedient servant,

C. DRINKWATER, *Secretary.*

The Right Hon. SIR JOHN A. MACDONALD, K.C.B., &c.,
Minister of the Interior, Ottawa.

CANADIAN PACIFIC RAILWAY.

OFFICE OF THE ENGINEER IN CHIEF, OTTAWA, 28th October, 1881.

SIR,—A communication from the Secretary of the Canadian Pacific Railway Company, Mr. C. Drinkwater, of date the 28th inst., under cover No. 27,216, calling

the attention of the Government to certain Acts of Railway Incorporation passed by the Legislature of Manitoba, during the last Session, and which Acts he submits are in direct conflict with the agreement entered into with the Canadian Pacific Railway Company, having been referred to me.

I have the honor to report:—

1st.—The Act to incorporate the Winnipeg South-Eastern Railway Company, Cap. 37, Sec. 3, empowers that Company to construct and operate a line of railway from a point at or near the City of Winnipeg, in a south-easterly direction to the boundary line between the Province of Manitoba and the State of Minnesota.

2nd.—The Act to incorporate the Manitoba Tramway Company, Cap 38, Sec. 2, empowers that Company to construct and operate a wooden or iron tramway, along all or any public highways in the Province of Manitoba; having first secured the consent of the Lieutenant Governor in Council and the municipality in which the said highway is situated.

3rd.—The Act to incorporate the Emerson and North-Western Railway Company, Cap. 39, Sec. 2, empowers that Company to construct and operate a line of railway from a point on the west side of Red River, opposite the Town of Emerson, to Mountain City or Nelsonville, thence north-west to the western boundary of the Province of Manitoba.

It will be observed that all these charters empower the respective companies to run to the boundary between the Province of Manitoba and the State of Minnesota; a privilege which undoubtedly conflicts with the spirit of the Canadian Pacific Railway Act, Sec. 15, which reads as follows:—

“For 20 years from the date hereof, no line of railway shall be authorized by the Dominion Parliament to be constructed south of the Canadian Pacific Railway from any point at or near the Canadian Pacific Railway, except such line as shall run south-west or to the westward of south-west, nor to within 15 miles of latitude 49°.”

This section was apparently placed in the agreement with the Canadian Pacific Railway Company, upon the consideration that it was most desirable and altogether in the public interest, that the heavy traffic to be expected from the Great North-West should pass directly to the sea-board, or to Eastern Canada, by the national route and over the Canadian system of railways, and that no facilities should be given which would tend to direct this traffic out of our country to find its way eastward by American railways.

If the Acts of incorporation referred to are allowed to become law, they will not only very much injure the carrying trade of Canada, but will in every way facilitate the traffic referred to, passing directly into the United States and being transported, easterly by American roads.

I have the honor to be, Sir, your obedient servant,

COLLINGWOOD SCHREIBER, *Engineer-in-Chief.*

F. BRAUN, Esq., Secretary, Railways and Canals.

(Memorandum.)

OTTAWA, 2nd November, 1881.

The undersigned has the honor to represent that at the last Session of the Legislature of the Province of Manitoba the following railway Acts were passed:

1. Cap. 37.—“An Act to incorporate the Winnipeg South-Eastern Railway Company.”

2. Cap. 38.—“An Act to incorporate the Manitoba Tramway Company.”

3. Cap. 39.—“An Act to incorporate the Emerson and North-Western Railway Company.”

That by a letter dated the 18th ultimo, the Canadian Pacific Railway Company have pointed out the effects which the construction of these several lines will have upon the traffic which would legitimately appertain to their road, calling attention to the fact that one of the most essential of the conditions upon which the work was

undertaken, and more particularly the Eastern division of it, extending from the Thunder Bay Branch to Callander Station was, that no diversion of the traffic which the Company might reasonably be expected to carry over that division, would be permitted, by the construction of railways tending to tap the traffic of Manitoba and the North-West.

That the Chief Engineer has thereupon reported, that all these several charters conferred by the Acts above cited, empower the respective companies to run to the boundary between the Province of Manitoba and the State of Minnesota, a privilege which undoubtedly conflicts with the spirit of the Canadian Pacific Railway Act, section 15, of which reads as follows :

"For twenty years, from the date hereof, no line of railway shall be authorized by the Dominion Parliament to be constructed south of the Canadian Pacific Railway, from any point at or near the Canadian Pacific Railway, except such line as shall run south-west or to the westward of south-west, nor to within fifteen miles of latitude 49°." The section being apparently placed in the agreement with the Company, upon the consideration that it is most desirable and altogether in the public interest, that the heavy traffic to be expected from the great North-West should pass directly to the seaboard, or to Eastern Canada by the national route and over the Canadian system of railways, and that no facilities should be given which would tend to direct this traffic directly out of our own country to find its way eastward by American railways.

The Engineer reports, that if the Acts of incorporation referred to are allowed to become law, they will not only very much injure the carrying trade of Canada, but will in every way facilitate the passing of the traffic in question directly into the United States, and its transportation eastwards over American roads.

In addition the undersigned desires to state, that during the Session of 1880, when the Government were carrying on the railway as a Government work, he was authorized by the Government, after the fullest discussion of this question in all its bearings, to state to the Committee of the House of Commons on Railways and Canals, that the Government could not assent to the incorporation of any line running to the American frontier in an easterly direction, it being considered essential to the interests of the Dominion that the traffic of the North-West should, as far as possible, be retained on the Canadian Pacific Railway.

That the policy of the Government met with apparent approval from all parties, and the application made for a charter for the Emerson and Turtle Mountain Railways, was refused.

That while such was the view taken in 1880, the importance of this policy became doubly manifest in 1881, when arrangements were completed for the construction of the through line running to the north of Lake Superior, and the same policy was adhered to last Session.

For the reason above stated, he is of opinion that the best interests of Canada would be imperiled by the construction of the proposed lines of rail communication, and, therefore, recommends that His Excellency the Governor-General be advised to disallow the Acts of the Legislature of the Province of Manitoba referred to, namely :

1. Act 44 Vic., cap. 37, entitled "An Act to incorporate the Winnipeg South-Eastern Railway Company."
2. Act 44 Vic., cap. 38, entitled "An Act to incorporate the Manitoba Tramway Company."
3. Act 44 Vic., cap. 39, entitled "An Act to incorporate the Emerson and North-Western Railway Company."

Respectfully submitted,
CHARLES TUPPER, *Minister of Railways and Canals.*

DEPARTMENT OF JUSTICE, OTTAWA, 4th January, 1882.
To His Excellency the Administrator in Council.

The undersigned has the honor to report that, at the last Session of the Legislature of Manitoba, the following Act (among others) was passed and assented to by

the Lieutenant-Governor, on the 25th day of May, 1881, viz.: Cap. 37, "An Act to incorporate the Winnipeg South-Eastern Railway Company."

The line to be built by the Company is thus defined by the third section of their charter.

(3) "The said Company and their servants and agents shall have full power and authority to lay out and construct, make, finish, and operate a railway, with single or double track, and an electric telegraph along the same, such railway to commence from a point at or near the City of Winnipeg, thence running in a southerly direction to the boundary line between the Province of Manitoba and the State of Minnesota aforesaid, and the Company shall have power and authority to construct the different sections of the said railway in such order as they shall see fit, keeping in view the general direction as herein provided."

In the contract, dated 21st October, 1880, between the Government of Canada and the Canadian Pacific Railway, which was approved and ratified by the Act of the Parliament of Canada, assented to on the 15th day of February, 1881, the following clause is contained:

(15) "For 20 years from the date hereof, no line of railway shall be authorized by the Dominion Parliament to be constructed south of the Canadian Pacific Railway, from any point at or near the Canadian Pacific Railway, except such line as shall run south-west, or to the westward of south-west; nor to within fifteen miles of latitude 49, and in the establishment of any new Province in the North-West Territories, provision shall be made for continuing such prohibitions after such establishment, until the expiration of the said period."

In the Act of the Parliament of Canada, 44 Vic., (1881) cap. 14, intituled: "An Act to provide for the extension of the boundaries of the Province of Manitoba," it is by sub-section b, of section 2, provided as follows:—

"The said increased limit and territory thereby added to the Province of Manitoba shall be subject to all such provisions as may have been or shall hereafter be enacted respecting the Canadian Pacific Railway and the lands to be granted in aid thereof."

Under the powers conferred upon the South-Eastern Railway Company, their line might be built so as to run to the boundary line through part of the territory added to the Province by the Act last above mentioned.

The undersigned begs to call attention to the orders of His Excellency in Council of the 18th April, 1879, a copy of which was transmitted to the Government of Manitoba on the 23rd of that month, and receipt of which was acknowledged by the Lieutenant Governor on the 2nd of May following. In that order the following language occurs, viz.:

"That as respects the Railway Policy to be pursued in that Province, it has been decided that the line of the Canadian Pacific Railway shall pass south of Lake Manitoba, and, in accordance with the suggestion of Messrs. Norquay and Royal, the Government will oppose the granting of a charter for the present Session, at least for any Railway in Manitoba other than the one recommended by them from Winnipeg, south-westerly towards Rock Lake. The Government think it very desirable that all railway legislation shall originate here, and that no charter for a line exclusively within the Province of Manitoba should be granted by its Legislature without the Dominion Government first assenting thereto."

The undersigned is personally aware, from interviews with Messrs. Norquay and Royal upon the subject, that these gentlemen (then members of the Manitoba Government, Mr. Norquay being then, as now, Premier) on behalf of their Government, agreed to the Policy of this Government as indicated by the above extract from the Order in Council of 18th April, 1879. At no time since has the Government of Manitoba, so far as the undersigned is aware, intimated that the assent of Messrs. Norquay and Royal above referred to, was not binding upon them. The undersigned also calls attention to the provisions, of sub-section 10 of section 92 of the British North America Act, under which the Legislatures of the Provinces derive their legislative authority, which is as follows:

"Local works and undertakings other than such as are of the following classes:—

"(a) Lines of steam or other ships, railways, canals, telegraph and other works, and undertakings, connecting the Province with any other or others of the Provinces, or extending beyond the limits of the Province."

"(b) Lines of steamships between the Province, and any British or foreign country."

"(c) Such works as, although wholly situate within the Province, are, before or after their execution, declared by the Parliament of Canada to be for the general advantage of two or more of the Provinces."

It is not necessary to express any decided opinion with respect to the authority vested in the Provincial Legislature by this clause, but the undersigned thinks it proper to call attention to the doubt which exists as to the power of a Provincial Legislature to authorize the construction of a railway, the manifest intention of which is to connect the Province with the United States, and practically to extend beyond the limits of the Province.

The undersigned begs to refer to the Report of the Minister of Railways and Canals, dated the 2nd November last, and in view of all the foregoing facts, and because the Act now under consideration conflicts with the settled policy of the Dominion, as evidenced by the clause in the contract with the Canadian Pacific Railway Company above set out, which was ratified and adopted by Parliament, the undersigned recommends that the Act passed by the Legislature of Manitoba in the year 1881, and intituled: "An Act to incorporate the Winnipeg South-Eastern Railway Company," be disallowed.

A. CAMPBELL, *Minister of Justice.*

Copy of a Report of a Committee of the Honorable the Privy Council, approved by His Excellency the Administrator of the Government in Council, on the 12th January, 1882.

On a Report hereto annexed, dated 2nd November, 1881, from the Minister of Railways and Canals, submitting for the reasons therein set forth, that the Minister of Justice should be invited to report whether His Excellency the Governor-General should not be advised to disallow the following Railway Acts, passed by the Legislature of the Province of Manitoba at its last Session, viz.:

1. Cap. 37, "An Act to incorporate the Winnipeg South-Eastern Railway Company."

2. Cap. 38, "An Act to incorporate the Manitoba Tramway Company."

3. Cap. 39, "An Act to incorporate the Emerson and North-Western Railway Company."

The Minister of Justice in a Report dated 4th January, 1882, hereunto annexed, recommends, for the reasons therein stated, that the Act passed by the Legislature of Manitoba in the year 1881, chaptered 37 and intituled: "An Act to incorporate the Winnipeg South-Eastern Railway Company" be disallowed.

The Committee advise that the Act be disallowed accordingly, and that a copy of the Report of the Minister of Justice be forwarded to the Government of Manitoba for its information.

Certified, J. O. COTE, *Clerk P. C.*

Hon. Minister of Railways and Canals.

RETURN

(48*i*)

To an ORDER of the HOUSE OF COMMONS, dated 1st March, 1882;—For Copies of all Statements showing Approximate Quantities of the several classes of Work for the Construction of the Railway between Port Moody and Yale; also Copies of any Conditions imposed upon Tenderers, other than those inserted in any Public Advertisement asking for Tenders.

By command.

J. A. MOUSSEAU,

Department of the Secretary of State,
10th March, 1882.*Secretary of State.*

RETURN

(48*j*)

To an ORDER of the HOUSE OF COMMONS, dated 6th March, 1882;—For a Copy of the Cheque deposited by Andrew Onderdonk with his Tender, which was accepted, for the Construction of the Railway from Port Moody to Emory's Bar.

By command,

J. A. MOUSSEAU,

Department of the Secretary of State,
14th March, 1882.*Secretary of State.*

[In accordance with the recommendation of the Joint Committee on Printing
the above Returns are not printed.]

RETURN

(48k)

To an ORDER of the HOUSE OF COMMONS, dated 21st February, 1881;—For Copies of any Contract or Agreement between one H. McMicken, acting for himself or in the name of a pretended Company, or as an Agent, and T. J. Lynskey, Superintendent of the Line of the Canadian Pacific Railway, from Emerson to St. Boniface, in relation to the carrying and delivery in Winnipeg of Freight carried by the Railway; also Copies of any Tariff adopted by the two Parties; and of the Surety Bonds which must have been required by the said T. J. Lynskey from the said H. McMicken.

By command.

JOHN O'CONNOR,

Department of the Secretary of State,
21st March, 1881.*Secretary of State.*

RETURN

(48l)

To an ORDER of the HOUSE OF COMMONS, dated 21st February, 1881;—For Copies of all Letters, Telegrams, Instructions, Accounts for Law Expenses and other Documents in relation to the difficulties which occurred last summer (1880) between one Ham McMicken, a carter in the service of the Pacific Railway at Winnipeg, or T. J. Lynskey, Superintendent, or both of them, and Robert Tait, Esquire, a ferryman licensed by the Local Government, with reference to the ferry between St. Boniface and Winnipeg.

By command.

JOHN O'CONNOR,

Department of the Secretary of State,
21st March, 1881.*Secretary of State.*

[In accordance with the recommendation of the Joint Committee on Printing,
the above Returns are not printed.]

RETURN

(48m)

To an ORDER of the HOUSE OF COMMONS, dated 11th February, 1881;—For a Return showing the Costs of Surveys and Location of the Second One Hundred Miles west of Red River of the Canadian Pacific Railway, from 1st January, 1879, to 1st February, 1881.

By command.

JOHN O'CONNOR,

Department of the Secretary of State,
21st March, 1881.

Secretary of State.

[In accordance with the recommendation of the Joint Committee on Printing, the above Return is not printed.]

RETURN

(48n)

To an ADDRESS of the HOUSE of COMMONS, dated 15th February, 1882 —
For Copies of all Correspondence with the Canadian Pacific Railway Company on the subject of the route of any part of the Canadian Pacific Railway, including any branch thereof, and all Reports and Orders-in-Council relating thereto; for a statement of the route so far as settled; for a statement of the expenditure by the Government on the line, by them constructed, to the westward of Winnipeg; and, of the arrangements between the Government and the Company as to such expenditure, and a statement of the length of constructed line abandoned by the Company.

By command,

J. A. MOUSSEAU,

Department of the Secretary of State,
17th March, 1882.

Secretary of State.

CORRESPONDENCE &c., RELOCATION FROM PORTAGE LA PRAIRIE
WESTWARDS TO CROSSING OF THE ASSINIBOINE, D. TO E.
GENERAL MAP NO. 1.

THE CANADIAN PACIFIC RAILWAY COMPANY,
OFFICE OF THE SECRETARY, MONTREAL, 16th June, 1881.

SIR,—In pursuance of clause thirteen of the contract between this Company and the Dominion of Canada, I have the honor to submit a plan showing the location of the main line of the Canadian Pacific Railway from Portage la Prairie westward to the points of crossing of the Assiniboine River.

I am instructed by the Directors to request that the Government will be pleased to signify its assent to this location and to confirm the same as shown by the said plan.

I have the honor to be, Sir, your obedient servant,

C. DRINKWATER, Secretary.

Hon. Secretary of State for Canada, Ottawa.

CANADIAN PACIFIC RAILWAY,
OFFICE OF THE ENGINEER-IN-CHIEF, OTTAWA, 22nd June, 1881.

SIR,—Referring to communication from the Canadian Pacific Railway Company of the 16th instant, under cover No. 26,522, requesting the assent of the Governor General in Council to the location selected for the railway line between Portage la Prairie and the crossing of the Assiniboine River; I have to state that a plan accompanying the above letter indicates the route the Company desire the line should follow:—

Viz.: commencing at Portage la Prairie the line runs in an almost due west course to the "Rapids of the Assiniboine," a distance of about 74 miles.

I know of no engineering objection to the line now proposed. The alignment is direct and the grades must be very light.

I have the honor to be, Sir, your obedient servant,

COLLINGWOOD SCHREIBER, Engineer-in-Chief.

F. BRAUN, Esq., Secretary, Railways and Canals.

(Memorandum.)

OTTAWA, 22nd June, 1881.

The undersigned has the honor to represent that the provisions of the 13th section of the agreement made with the Canadian Pacific Railway Company, dated the 16th of February, 1881, conferred upon the Company the right, subject to the approval of the Governor General in Council, to lay out and locate the railway as they might see fit, preserving certain objective points, named, two of which were Selkirk and the Yellow Head Pass, the intermediate distance being undefined.

That, by a letter dated the 16th instant, application has now been made by the Company for sanction to the adoption of a line of location shown on plan submitted and hereto annexed between Portage la Prairie and the "Rapids of the Assiniboine," a distance of about 74 miles.

The Report of the Chief Engineer of the Pacific Railway showing that from an engineering point of view no reason exists why the line should not be constructed as proposed, the undersigned recommends that the approval of His Excellency the Governor General in Council be given to the location of the line as described and shown on the annexed plans.

Respectfully submitted,

CHARLES TUPPER, Minister of Railways and Canals.

COPY of a Report of a Committee of the Honorable the Privy Council, approved by His Excellency the Governor General in Council, on the 25th June, 1881:

On a memorandum dated 22nd June, 1881, from the Honorable the Minister of Railways and Canals, representing that the provisions of the 13th section of the agreement made with the Canadian Pacific Railway Company, dated 16th February, 1881, conferred upon the Company the right, subject to the approval of the Governor in Council, to lay out and locate the railway as they might see fit, preserving certain objective points, named two of which were Selkirk and Yellow Head Pass, the intermediate distance being undefined.

That, by a letter dated the 16th instant, application has now been made by the Company for sanction to the adoption of a line of location shown on plans submitted and hereto annexed, between Portage la Prairie and the "Rapids of the Assiniboine," a distance of about seventy-four (74) miles.

That the report of the Chief Engineer of the Pacific Railway showing that from an engineering point of view no reason exists why the line should not be constructed as proposed, he, the Minister, recommends that the approval of His Excellency the Governor General in Council be given to the location of the line as described and shown on the annexed plans.

The Committee advise that the location of the line as described and shown on the annexed plans be approved as recommended.

Certified. J. O. COTE, C. P. C.

OTTAWA, 9th July, 1881.

SIR,—I have to inform you that by an Order in Council, passed on the 25th ultimo, the sanction of His Excellency the Governor General in Council has been given, as required by the 13th section of the agreement made with your Company,

to the location of the line of the Pacific Railway between Portage la Prairie and the Rapids of the Assiniboine, as submitted by your letter of the 16th ultimo.

In compliance with the request contained in your letter of the 6th inst. I enclose a copy of the said Order for your information.

I am, Sir, your obedient servant,

F. BRAUN, Secretary.

C. DRINKWATER, Esq., Secretary Canadian Pacific Railway, Montreal.

THE CANADIAN PACIFIC RAILWAY COMPANY,

OFFICE OF THE SECRETARY,

MONTREAL, 12th July, 1881.

SIR,—I have the honor to acknowledge the receipt of your letter of the 9th instant, enclosing copy of the Order in Council, approving of the location of the line of the Canadian Pacific Railway between Portage la Prairie and the Assiniboine.

I have the honor to be, Sir, your obedient servant,

C. DRINKWATER, Secretary.

F. BRAUN, Esq., Secretary, Railways and Canals.

CORRESPONDENCE, &c., RE-LOCATION FROM CROSSING OF THE ASSINIBOINE TO SECTION 7, TOWNSHIP 10, RANGE 20, E TO F, GENERAL MAP No. 1.

THE CANADIAN PACIFIC RAILWAY COMPANY,

OFFICE OF THE SECRETARY, MONTREAL, 5th July, 1881.

SIR.—In pursuance of clause 13 of the contract between this Company and the Dominion of Canada, I have the honor to submit the plan showing the location of the main line of the Canadian Pacific Railway from the Assiniboine River westward to the west line of Section 7, in Township 10, Range 20.

I am instructed by the Directors to request that the Government will be pleased to signify its assent to this location, and to confirm the same as shown by the said plan.

I have the honor to be, Sir, your obedient servant,

C. DRINKWATER, Secretary.

Hon. Secretary of State for Canada.

CANADIAN PACIFIC RAILWAY,

OFFICE OF THE ENGINEER-IN-CHIEF, OTTAWA, 12th July, 1881.

SIR,—Referring to communication from the Canadian Pacific Railway Company of the 5th instant, addressed to the Honorable the Secretary of State, enclosed herewith, requesting the assent of the Governor General in Council to the location selected for the railway line between the crossing of the Assiniboine River and the west line of Section 7, Township 10, Range 20, I have to state that a plan, which accompanies the above letter, indicates the route which the Company desires the line should follow, viz.: commencing at the crossing of the Assiniboine the proposed line runs in an almost due west course to the west line of Section 7, Township 10, Range 20, a distance of about 12½ miles.

I know of no engineering objections to the line now proposed. The alignment is direct, and the grades must be light.

I have the honor to be, Sir, your obedient servant,

COLLINGWOOD SCHREIBER, Engineer-in-Chief.

C. DRINKWATER, Esq., Secretary, Canadian Pacific Railway, Montreal.

OTTAWA, 12th July, 1881.

(Memorandum.)

The undersigned has the honor to represent that by a letter dated the 5th inst. the Canadian Pacific Railway Company have made application for assent to the proposed location of their line from the Assiniboine westwards to the west line of Section 7, in Township 10, Range 20, as shown on plans submitted and hereto annexed, the distance being about 12½ miles.

That the report of the Chief Engineer of the Canadian Pacific Railway upon this application shows that no engineering objection exists to the location of the line as desired by the Company, the alignment being direct and the grades light.

The undersigned accordingly recommends that in pursuance of the 13th section of the contract made with this Company, dated the 21st day of October, 1880, and confirmed on the 16th day of February, 1881, the approval of His Excellency the Governor General in Council be given to the adoption of the location, now applied for as shown on the plans submitted.

Respectfully submitted,

(Signed) J. H. POPE,
Acting Minister of Railways and Canals.

COPY of a Report of a Committee of the Honorable the Privy Council, approved by His Excellency the Governor General in Council, on the 14th July, 1881.

On a memorandum dated 12th July, 1881, from the Honorable the Acting Minister of Railways and Canals, representing that by a letter dated the 5th inst., the Canadian Pacific Railway Company have made application for assent to the proposed location of their line, from the Assiniboine River westwards to the west line of Section 7, in Township 10, Range 20, as shown on plans submitted, the distance being about 12½ miles.

That the location now applied for as shown on the plans submitted.

The Committee submit the foregoing recommendation for Your Excellency's approval.

(Certified) J. O. COTE, C. P. C.
Hon. Minister of Railways and Canals.

OTTAWA, July 21st, 1881.

SIR,—With reference to your letter of the 5th inst., addressed to the Hon. Secretary of State, I am directed to transmit to you herewith, copy of an Order in Council, dated the 14th July, approving of the location of the Canadian Pacific Railway from the Assiniboine River westward, to the west line of section 7, township 10, range 20, as indicated on plan.

I have the honor to be, Sir, your obedient servant,

A. P. BRADLEY, Acting Secretary.

C. DRINKWATER, Esq., Secretary, Canadian Pacific Railway Co., Montreal.

CORRESPONDENCE RE-LOCATION FROM PORTAGE LA PRAIRIE (EAST-
WARDS), TO EXISTING LINE, GRANTED IN PART, VIZ.: TO RANGE
4, TOWNSHIP 13 OR 14, C TO D, GENERAL MAP NO. 1.

CANADIAN PACIFIC RAILWAY COMPANY,

OFFICE OF THE SECRETARY, MONTREAL, 2nd June, 1881.

SIR,—I have the honor to enclose a plan showing the point at which the Company proposes to establish the junction of their main line with the portion of Railway under construction by the Government, west of Winnipeg, which point will

practically be the place of commencement of their work of construction west of Winnipeg, in accordance with the contract, and also indicating the location of the line as far as Portage la Prairie; and I am instructed by the Company to request that the Government will be pleased to signify its assent to the point selected as the point of commencement, and to confirm the further location of the line as shown by the said plan.

I have the honor to be, Sir, your obedient servant,
C. DRINKWATER, Secretary.

Hon. Secretary of State of Canada.

CANADIAN PACIFIC RAILWAY,
OFFICE OF THE ENGINEER-IN-CHIEF, OTTAWA, 12th July, 1881.

SIR,—Referring to communication from the Canadian Pacific Railway Company of the 2nd ultimo, under cover No. 26,432, requesting the assent of the Governor General in Council to the location selected for the Railway line between Winnipeg and Portage la Prairie, I have to state that a plan accompanying the above letter indicates the route the Company desires the line should follow, viz.: commencing at a point on the present line about one mile west of Winnipeg, the proposed new line takes a generally west course, running nearly parallel with the Assiniboine River, and at a distance from it of from 3 to 4 miles, for some 20 miles. It then gradually approaches the Assiniboine, and is close to that stream for the greater portion of the remaining distance to Portage la Prairie, in length about 53½ miles.

The said line is said to pass over a comparatively dry country, to run through old settlements all the way, and also to be about 15 miles shorter than the existing line.

I know of no engineering objection to the line now proposed. The alignment is direct, and the grades must be very light.

I understand it is the intention of the Company to utilize about 20 miles of the old track as an independent branch line, running north from Winnipeg, which will give access to the lime quarries of Stony Mountain and the settlement of Stonewall, and which may hereafter be extended farther north.

I have the honor to be, Sir, your obedient servant,
COLLINGWOOD SCHRIEBER, Engineer-in-Chief.

F. BRAUN, Esq., Secretary, Railways and Canals.

OTTAWA, 2nd August, 1881.

(Memorandum.)

The undersigned has the honor to represent that the line of the Canadian Pacific Railway, between Winnipeg and Portage la Prairie, as constructed by the Government, extends from the City of Winnipeg, in a northerly direction, to near Stonewall; thence westwards to Ossawa; thence southwards to Portage la Prairie, a distance of about 70 miles.

That the Canadian Pacific Railway Company have, by a letter dated the 2nd of June last, applied for assent to a proposed re-location of this portion of the line, submitting a plan showing the location as desired, according to which plan the line commences at a point on the present line about one mile west of Winnipeg, and takes a generally westerly course, running nearly parallel with the Assiniboine River, and at a distance from it of from 3 to 4 miles; it then gradually approaches the river, and is close to it for the greater portion of the remaining distance to Portage la Prairie, the total length being about 53½ miles, a considerable saving in distance being obtained in comparison of the present line.

That by the 13th section of the contract made with the Company, dated the 1st day of October, 1880, confirmed by Act of Parliament on the 15th of February, 1881, they have the right, subject to the approval of the Governor General in Council, to

lay out and construct the line as they may see fit between certain terminus points, of which Selkirk, Yellow Head Pass and Kamloops are named, being preserved, the intermediate distance being undefined.

The undersigned, while deferring for future consideration the question of the adoption of the entire re-location asked for, advises that the approval of His Excellency the Governor General, as required by the contract, be given to the re-location of the portion of the line between Portage la Prairie and a certain point in Range 4, Township 13, Sections 13 or 14, shown on the plan submitted by the Company, and hereto attached, the report of the Chief Engineer showing no objection to exist to such location, the alignment being direct, and the grades light.

Respectfully submitted,

CHARLES TUPPER,
Minister of Railways and Canals.

Copy of a Report of a Committee of the Honorable the Privy Council, approved by the Honorable the Deputy of His Excellency the Governor General in Council, on the 6th August, 1881.

On a memorandum, dated 2nd August, 1881, from the Honorable the Minister of Railways and Canals, representing that the line of the Canadian Pacific Railway between Winnipeg and Portage la Prairie, as constructed by the Government, extends from the City of Winnipeg in a northerly direction to near Stonewall, thence westwards to Ossawa, thence southwards to Portage la Prairie, a distance of about seventy miles.

That the Canadian Pacific Railway Company have, by a letter dated the 2nd of June last, applied for assent to a proposed re-location of this portion of the line, submitting a plan showing the location as desired, according to which plan the line commences at a point on the present line about one mile west of Winnipeg and takes a generally westerly course, running nearly parallel with the Assiniboine River and at a distance from it of from three to four miles, it then gradually approaches the river and is close to it for the greater portion of the remaining distance to Portage la Prairie, the total length being about fifty-three miles and a half, a considerable saving in distance being gained in comparison of the present line.

That by the 13th section of the contract made with the Company, dated the 21st day of October, 1880, confirmed by Act of Parliament on the 15th of February, 1881, they have the right, subject to the approval of the Governor General in Council, to lay out and construct the line as they may see fit, certain terminal points of which, Selkirk, Yellow Head Pass and Kamloops, are named, being preserved, the intermediate distance being undefined.

The Minister, while deferring for future consideration the question of the adoption of the entire re-location asked for, advises that the approval of His Excellency the Governor General, as required by the contract, be given to the re-location of the portion of the line between Portage la Prairie and a certain point in Range 4, Township 13, Sections 13 or 14, shown on the plan submitted by the Company and attached to the Minister's memorandum, the report of the Chief Engineer showing no objection to exist to such location, the alignment being direct and the grades light.

The Committee recommend that the above proposed re-location be approved accordingly.

Certified,

J. O. COTÉ, C. P. C.

Hon. Minister of Railways and Canals.

OTTAWA, 11th August, 1881.

SIR,—I have to inform you that by an Order in Council passed on the 6th inst. (copy herewith enclosed), the sanction of His Excellency the Governor General in Council has been given, as required by the 13th section of the agreement with your

Company, to the re-location of that portion of the line of the Canadian Pacific Railway between Portage la Prairie and a certain point in Range 4, Township 13, Sections 13 or 14, as shown on the plan which accompanied your letter of June 2nd, 1881.

The adoption of the remaining portion of the re-location submitted on the same plan is deferred for further consideration.

I am, Sir, your obedient servant,

A. P. BRADLEY, Acting Secretary.

C. DRINKWATER, Esq., Secretary Canadian Pacific Railway Company, Montreal.

CANADIAN PACIFIC RAILWAY COMPANY,
OFFICE OF THE SECRETARY, MONTREAL, 13th August, 1881.

SIR,—I have the honor to acknowledge the receipt of your letter dated 11th August, enclosing copy of an Order in Council passed on the 6th inst. on the subject of the re-location of a portion of the Canadian Pacific Railway from Portage la Prairie eastward.

I have the honour to be Sir, Your obedient servant,

C. DRINKWATER, Secretary.

A. P. BRADLEY, Esq., Acting Secretary Railways and Canals, Ottawa.

CORRESPONDENCE &c., RE-LOCATION FROM RANGE 4, TOWNSHIP 13
OR 14, TO POINT OF JUNCTION WITH EXISTING LINES, B TO C,
GENERAL MAP NO. 1.

OTTAWA, 18th August, 1881.

(Memorandum.)

The undersigned has the honor to recommend that whereas by an Order in Council passed on the 6th instant authority was given, in accordance with the provisions of the contract held by the Canadian Pacific Railway Company for the location of a portion of that line extending eastwards from Portage la Prairie to a point in Range 4, Township 13, Sections 13 or 14, the approval of His Excellency the Governor General in Council be now given to a further direct extension of the line from the point named in Range 4, Township 13 or 14, to a point of junction with the existing line of railway.

Respectfully submitted.

J. H. POPE, Acting Minister of Railways and Canals.

Copy of a Report of a Committee of the Honorable the Privy Council, approved by the Honorable the Deputy of His Excellency the Governor General in Council, on the 25th August, 1881.

On a memorandum dated 18th August, 1881, from the Honorable the Acting Minister of Railways and Canals, stating that, whereas by an Order in Council passed on the 6th instant, authority was given, in accordance with the provisions of the contract held by the Canadian Pacific Railway Company, for the location of a portion of that line extending eastwards from Portage la Prairie to a point in Range 4, Township 13, Sections 13 or 14, he recommends that the approval of His Excellency the Governor General in Council be now given to a further direct extension of the line from the point named in Range 4, Township 13, Sections 13 or 14, to a point of junction with the existing line of railway.

The Committee submit the foregoing recommendation for approval.

Certified. J. O. COTE, C. P. C.

Hon. Minister of Railways and Canals.

OTTAWA, 1st September, 1881.

SIR,—I enclose herewith, for your information, a copy of an Order in Council, passed on the 25th instant, approving of the extension of the line of the Canadian Pacific Railway eastwards from a point in Range 4, Township 13, Sections 13 or 14, to a point of junction with the existing line.

I am, Sir, your obedient servant,
F. BRAUN, Secretary.

C. DRINKWATER, Esq., Secretary C. P. R. Co., Montreal.

THE CANADIAN PACIFIC RAILWAY COMPANY,
OFFICE OF THE SECRETARY, MONTREAL, 2nd September, 1881.

SIR,—I have the honor to acknowledge the receipt of your letter of the 7th instant, enclosing copy of an Order in Council, dated the 25th ultimo, approving of the line of the Canadian Pacific Railway eastwards from a point in Range 4 to the existing line.

I have the honor to be, Sir, your obedient servant,
C. DRINKWATER, Secretary.

F. BRAUN, Esq., Secretary, Railways and Canals.

CORRESPONDENCE, RE-LOCATION FROM SECTION 7, TOWNSHIP 10,
RANGE 20, TO SECTION 31, TOWNSHIP 12, RANGE 29, F TO G,
GENERAL MAP NO. 1.

CANADIAN PACIFIC RAILWAY COMPANY,
OFFICE OF THE SECRETARY, MONTREAL, 27th August, 1881.

SIR,—In pursuance of clause 13 of the contract between this Company and the Dominion of Canada, I have the honor, by instructions of the Directors, to submit a plan showing the location of the main line of the Canadian Pacific Railway from the westerly boundary of that portion approved under Order in Council, dated 14th July last, viz., the west line of Section 7, Township 10, Range 20 west; and extending to the west line of Section 31, Township 12, Range 29 west, the distance being about 62 miles.

I am instructed to request that this plan may be submitted for the approval of His Excellency the Governor-General in Council at as early a date as may be found convenient.

On the 16th August I addressed a letter to the Acting Secretary of the Department of Railways, informing him of the intention of this Company to build certain branch lines in Manitoba and the North-West, and submitted a map on which was marked generally the intended routes of these branches. I explained that when the surveys of these branch lines have been completed, proper plans will be deposited with the Government, as required by the Company's charter, but that in the meantime the Directors were of opinion that the Government should be informed of the intentions of the Company in respect to such lines, in order that lands to which they will become entitled, on the construction of the said branches, should, as far as practicable, be withdrawn from sale.

These branch lines, in so far as the Province of Manitoba is concerned have been more clearly defined on the accompanying map. In the absence of actual surveys it is not, of course, possible to say that they will be located precisely as indicated, but it is thought that the general direction they will take is shown in a manner which will be sufficient to enable the Government to withdraw from sale the odd-numbered sections to which the Company will become entitled in the districts through which branch lines will be constructed; and I am directed to request that this may, if possible, be done.

I have the honor to be, Sir, your obedient servant,
C. DRINKWATER, Secretary.

Hon. Secretary of State for Canada.

OTTAWA, 3rd September, 1881.

(Memorandum.)

Upon an application received from the Canadian Pacific Railway Company, dated the 27th ultimo, and in conformity with the 13th section of their contract, the undersigned has the honor to recommend that the approval of His Excellency the Governor General in Council be given to the proposed further location of the line from the point approved under the Order in Council of the 14th of July last, namely, the west line of Section 7, Township 10, Range 20; west, extending to the west line of Section 31, Township 12, Range 29, west, as shown on a map submitted with the said application, a distance of about sixty-five miles, such point being about 217 miles from Winnipeg.

Respectfully submitted.

J. H. POPE, Acting Minister of Railways and Canals.

Copy of a Report of a Committee of the Honorable the Privy Council, approved by the Deputy of His Excellency the Governor General in Council, on the 7th September, 1881.

On a memorandum dated 3rd September, 1881, from the Honorable the Acting Minister of Railways and Canals, recommending, upon an application received from the Canadian Pacific Railway Company dated 27th ultimo, and in conformity with the 13th section of their contract, that the approval of His Excellency the Governor General in Council be given to the proposed further location of the line from the point approved under the Order in Council of the 14th July last, namely, the west line of Section 7, Township 10, Range 20 west, extending to the west line of Section 3, Township 12, Range 29 west as shown on a map submitted with the said application, a distance of about sixty-five miles, such point being about 217 miles from Winnipeg.

The Committee submit the above recommendation for approval.

Certified.

J. O. COTE, C. P. C.

OTTAWA, 9th September, 1881.

SIR,—I enclose herewith a copy of an Order in Council passed on the 7th instant, approving of the further location of the Canadian Pacific Railway, as submitted by your letter of the 27th ultimo, namely from the west line of Section 7, Township 10, Range 20, west, to the west line of Section 31, Township 12, Range 29 west.

I am, Sir, your obedient servant.

F. BRAUN, Secretary.

C. DRINKWATER, Secretary Canadian Pacific Railway Co., Montreal.

THE CANADIAN PACIFIC RAILWAY COMPANY,
OFFICE OF THE SECRETARY, MONTREAL, 12th September, 1881.

SIR,—I have the honor to acknowledge the receipt of your letter of the 9th instant enclosing copy of an Order in Council approving of the further location of the line of the Canadian Pacific Railway to the west line of section 31, township 12, range 29, west.

I have the honor to be, Sir, your obedient servant,

C. DRINKWATER, Secretary.

F. BRAUN, Esq., Secretary, Railways and Canals,

CORRESPONDENCE, &c., LOCATION FROM SECTION 31, TOWNSHIP 12, RANGE 29, TO SECTION 27, TOWNSHIP 16, RANGE 5 WEST, G TO H.

THE CANADIAN PACIFIC RAILWAY COMPANY,
OFFICE OF THE SECRETARY, MONTREAL, 22nd September, 1881.

SIR,—I have the honor to submit a further plan of the location of a portion of the main line of the Canadian Pacific Railway, extending from the west line of Section 31, Township 12, Range 29, west, to the west line of Section 27, Township 16, Range 5, west of the second principal meridian, the distance being about $56\frac{1}{2}$ miles; and I am instructed by the Directors to request that the same may be submitted for the approval of the Governor General in Council, as required by the Company's charter.

I beg to draw attention to the fact that the plan herewith sent shows no addition to the foregoing, a portion of the location ($45\frac{1}{2}$ miles) which has been already sanctioned and is embraced in the Order in Council dated 7th instant.

There has been no change in the location then sanctioned, but as the plan previously submitted was not in the usual form, I beg to request that this may be considered as substituted for it.

I have the honor to be, Sir, your obedient servant,
C. DRINKWATER, Secretary.

F. BRAUN, Esq., Secretary Railways.

OTTAWA, 24th September, 1881.

SIR,—I am directed to acknowledge the receipt of your communication of the 22nd instant, wherein you submit, for the approval of the Governor General in Council, a further plan of the location of a portion of the main line of the Canadian Pacific Railway, extending from the west line of Section 31, Township 12, Range 29 west, to the west line of Section 27, Township 16, Range 5 west of the second principal meridian, and state that the said plan shows, in addition to the foregoing, a portion of the location ($45\frac{1}{2}$ miles) which has been already sanctioned by an Order in Council of the 7th inst., with the request that, as the plan previously submitted was not in the usual form, this may be considered as substituted for it.

I am, Sir, your obedient servant,

F. BRAUN, Secretary..

C. DRINKWATER, Esq., Secretary C. P. R. Co., Montreal.

CANADIAN PACIFIC RAILWAY,
OFFICE OF THE ENGINEER-IN-CHIEF, OTTAWA, 28th September, 1881.

SIR,—The plan accompanying letter No. 27,073 from Mr. Drinkwater, commences two ranges west of the end of the plan last sent in, leaving Ranges 21 and 22, across which no plan has been deposited.

No profiles have accompanied the plans, as suggested in my letter of July 13th, 1881.

The present plan reaches $58\frac{1}{2}$ miles west of the portion approved by Order in Council and extends 276 miles west of Winnipeg. This exceeds the distance beyond which, I did not think it desirable to approve the location, before plans and profiles were deposited, shewing the approaches to, and passage of, the Rocky Mountains.

I am, Sir, your obedient servant,

COLLINGWOOD SCHREIBER.

F. BRAUN, Esq., Secretary, Railways and Canals.

CANADIAN PACIFIC RAILWAY,
OFFICE OF THE ENGINEER-IN-CHIEF, OTTAWA, 28th October, 1881.

SIR,—The communication from Mr. Drinkwater, Secretary to the Canadian Pacific Railway Company, of date the 28th ult., under cover No. 27,093, making

application to have the location of the main line of the Canadian Pacific Railway, extending from the west line of Section 31, Township 12, Range 29, west to the west line of Section 27, Township 16, Range 5, west of the second principal meridian, a distance of about 56½ miles, approved, having been referred to me,

I have the honor to report, the line of location now submitted for approval, commences at the westerly end of the section of location already approved by Order in Council, dated the 7th ult., and extends to a point, distant westward from Winnipeg some 250 miles.

From the information I have obtained of the nature of the country through which the additional portion of the line passes, I can see no objection to the adoption of this location.

I would here, however, beg to call attention to my letter of the 13th July last, and suggest that its requirements should in future be complied with, viz.: That profiles should accompany the plans in future to enable me to form a more intelligent opinion as to the merits of the location before any further extension is approved. Also, that the Company should submit a plan and profile showing approach to, and passage of the Rocky Mountains which they propose to adopt, otherwise the location may possibly reach a point beyond which an approach to, and passage of, the Mountains could not be made.

I have the honor to be, Sir, your obedient servant,
COLLINGWOOD SCHREIBER.

F. BRAUN, Esq., Secretary, Railways and Canals.

OTTAWA, 28th October, 1881.

(Memorandum.)

The undersigned has the honour to represent that by a letter dated the 28th ultimo, the Canadian Pacific Railway Company have made application to have the location of the main line of that Railway extending from the west line of Section 31, Township 12, Range 29, west, to the west line of Section 27, Township 16, Range 5, west of the second principal meridian, a distance of about 56½ miles, approved.

That by a report, dated the 28th instant, the Chief Engineer states that the line of location now submitted commences at the westerly end of the section of location already approved by an Order in Council dated the 7th ultimo, and extends to a point distant westward from Winnipeg some 250 miles. The Engineer states that he sees no objection to adoption of the location proposed.

The undersigned accordingly recommends that the necessary approval of His Excellency the Governor-General in Council be given to the location desired and above described, in conformity with the provisions of the Company's Act of Incorporation.

Respectfully submitted.

CHARLES TUPPER,
Minister of Railways and Canals.

Copy of a Report of a Committee of the Honorable the Privy Council, approved by His Excellency the Governor General in Council, on 29th October, 1881.

On a memorandum, dated 28th October, 1881, from the Minister of Railways and Canals, representing that by a letter, dated the 28th of September, 1881, the Canadian Pacific Railway Company have made application to have the location of the main line of that Railway, extending from the west line of Section 31, Township 12, Range 29 west, to the west line of Section 27, Township 16, Range 5, west of the second principal meridian, a distance of about 56½ miles, approved.

That by a report, dated 28th October, 1881, the Chief Engineer states that the line of location now submitted commences at the westerly end of the section of loca-

tion already approved by an Order in Council, dated the 7th September, 1881, and extends to a point distant westwards from Winnipeg some 250 miles.

That the Engineer states that he sees no objection to the adoption of the location proposed.

The Minister accordingly recommends that the necessary approval of His Excellency the Governor General in Council be given to the location desired and above described, in conformity with the provisions of the Company's Act of incorporation.

The Committee submit the foregoing recommendation for Your Excellency's approval.

Certified.

J. O. COTÉ, C. P. C.

Hon. Minister of Railways and Canals.

OTTAWA, November 5th, 1881.

SIR,—I have the honor, by direction, to inform you that an Order of Council passed on the 29th ult., approves of the location of that portion of the Canadian Pacific Railway, extending from the west line of Section 31, Township 12, Range 29 west, to the west line of Section 27, Township 16, Range 5, west of the second principal meridian, a distance of about 56½ miles.

I am, Sir, your obedient servant,
F. BRAUN, Secretary.

C. DRINKWATER, Esq., Secretary C. P. R. Co., Montreal.

OTTAWA, November 12th, 1881.

SIR,—In connection with my letter of the 5th inst., approving of the location of the Canadian Pacific Railway, westward of Winnipeg, I have the honor to enclose herewith copy of the Order in Council of the 29th ultimo therein referred to.

I have the honor to be, Sir, your obedient servant,
F. BRAUN, Secretary.

C. DRINKWATER, Esq., Secretary C. P. R. Co., Montreal.

THE CANADIAN PACIFIC RAILWAY COMPANY,
OFFICE OF THE SECRETARY, MONTREAL, 7th November, 1881.

SIR,—I have the honor to acknowledge the receipt of your letter of the 5th instant, informing me that an Order in Council has passed approving of the location of the Canadian Pacific Railway from the west line of Section 31, Township 12, Range 29, west, to the west line of Section 27, Township 16, Range 5, west of the principal meridian.

I shall be obliged if you will send me, for record in this office, a copy of the Order in Council referred to.

I have the honor to be, Sir, your obedient servant,
C. DRINKWATER, Secretary.

F. BRAUN, Esq., Secretary, Railways and Canals.

CORRESPONDENCE, &c., RE-LOCATION FROM SECTION 7, TOWNSHIP 16, RANGE 5 WEST, TO MOOSE JAW CREEK, H TO J. SEE GENERAL MAP No. 1.

THE CANADIAN PACIFIC RAILWAY COMPANY,
OFFICE OF THE SECRETARY, MONTREAL, 25th November, 1881.

SIR,—I have the honor to submit a further plan of the location of a portion of the main line of the Canadian Pacific Railway, extending from a point in Section 30, Township 16, Range 4, west of the second principal meridian, to the crossing of

Moose Jaw Creek; and I am instructed by the Directors to request that the same may be submitted for the approval of the Governor-General in Council, as required by the Company's charter.

It will be observed that this plan includes a small portion of the line sanctioned by Order in Council dated October 29th, viz.: From station 6,900 in Section 29, Township 16, Range 4, west of the second principal meridian, to Weed Creek, a slight alteration having been made in the location between the two points named.

I have the honor to be, Sir, your obedient servant,

C. DRINKWATER, Secretary.

F. BRAUN, Esq., Secretary, Railways and Canals.

CANADIAN PACIFIC RAILWAY,
OFFICE OF THE ENGINEER-IN-CHIEF, OTTAWA, 5th December, 1881.

SIR,—The letter of the Secretary of the Canadian Pacific Railway Company, Mr. Drinkwater, of the 25th ult., under cover No. 27,477, submitting for approval a plan of location for the main line of the Canadian Pacific Railway, extending from a point in Section 27, Township 16, Range 5, west of the second principal meridian, to the crossing of Moose Jaw Creek, having been referred to me; I have the honor to report that, from information obtained subsequent to the date of my letter, dated the 28th October last, in which I considered that the location should not be approved further west, than a distance of, say, 250 miles from Winnipeg, until the Company submitted a plan and profile of their approach to and passage through the Rocky Mountains, I see no reason why the location, as now submitted, to Moose Jaw Creek, should not be approved, as from this point there is apparently no difficulty in approaching any of the passes through the mountains.

I have the honor to be, Sir, your obedient servant,

COLLINGWOOD SCHREIBER, Engineer-in-Chief.

F. BRAUN, Esq., Secretary, Railways and Canals.

OTTAWA, 7th December, 1881.

(Memorandum.)

The undersigned has the honor to report that an application has been made by the Canadian Pacific Railway Company, under date the 25th ult., for approval under the terms of their charter, of a further plan of location of a portion of the main line of that railway extending from a point in Section 27, Township 16, Range 5, west of the second principal meridian, (up to which point the location was approved, by an Order in Council, dated the 29th of October last), to a point known as Moose Jaw Creek, a distance of 140 miles.

The report of the Chief Engineer, dated the 5th instant, showing that the location of the line now submitted may be approved up to the terminal point named, the undersigned recommends that the approval of His Excellency the Governor General in Council be given, as required, to such location.

Respectfully submitted.

J. H. POPE, Acting Minister of Railways and Canals.

Copy of a Report of a Committee of the Honorable the Privy Council, approved by His Excellency the Administrator of the Government in Council, on the 14th December, 1881.

On a report, dated 7th December 1881, from the Acting Minister of Railways and Canals, submitting an application from the Canadian Pacific Railway Company under date the 25th November, 1881, for approval, under the terms of their charter, of a further plan of location of a portion of the main line of that railway extending from a point in Section 27, Township 16, Range 5, west of the second principal meridian

(up to which point the location was approved by an Order in Council, dated the 29th of October, 1881, to a point known as Moose Jaw Creek, a distance of 140 miles.

A report of the Chief Engineer, dated the 5th December, showing that the location of the line now submitted may be approved up to the terminal point named, the Minister recommends that approval be given, as required, to such location.

The Committee submit the above recommendation for Your Excellency's approval.

Certified. J. O. COTE, C. P. C.

Hon. Minister of Railways & Canals.

OTTAWA, 19th December, 1881.

SIR,—In reply to your letter of the 25th November, I beg to transmit to you herewith, copy of an Order in Council, passed on the 14th instant, approving of the location of the Canadian Pacific Railway, from a point in Section 27, Township 16, Range 5, west of the second principal meridian, to a point known as Moose Jaw Creek.

I have the honor to be, Sir, your obedient servant,

F. BRAUN, Secretary.

CHARLES DRINKWATER, Esq., Secretary, C. P. R., Montreal.

THE CANADIAN PACIFIC RAILWAY COMPANY,
OFFICE OF THE SECRETARY, MONTREAL, 22nd December, 1881.

SIR,—I have the honor to acknowledge the receipt of your letter of the 19th instant, enclosing copy of an Order in Council passed on the 14th instant, approving of the location of the Canadian Pacific Railway from a point in Section 27, Township 16, Range 5, west of the second principal meridian, to a point known as Moose Jaw Creek.

I have the honor to be, Sir,

your obedient servant,

C. DRINKWATER, Secretary.

F. BRAUN, Esq., Secretary, Railways and Canals, Ottawa.

LOCATION BRANCH LINE, MANITOBA AND NORTH-WEST, GENERAL MAP No. 2.

THE CANADIAN PACIFIC RAILWAY COMPANY,
OFFICE OF THE SECRETARY, Montreal, 16th August, 1881.

SIR,—I am instructed by the President of this Company to say to you, for the information of the Honorable Minister of Railways, that at recent meetings in Winnipeg the Directors decided to build branch lines in Manitoba and the North-West and that surveys have been ordered. When the surveys are completed, proper plans will be deposited with the Government, as required by the Company's charter, but the Directors are of opinion that the Government should in the meantime be informed of the intentions of the Company in this respect. And this is the more important as the Directors understand that other parties are asking the Government for grants of land for railways through the districts intended to be covered by the branch lines of this Company.

I send herewith a map, on which is marked, as far as we are in a position to indicate them at present, the probable routes of the proposed branches (as also of the main line as far west as Fort Calgary), and I beg to request that the Government will take such steps as they may consider necessary in order to withdraw from sale and secure to the Company the sections of land bearing odd numbers within the described districts, as provided for in the charter of the Company.

I am also directed to say that the South-Western, or Pembina Mountain Branch, is now being graded, and that a properly certified plan will be deposited with the Government within a few days.

Should the Minister of Railways desire any further information on this subject I shall be happy to furnish it on hearing from you.

I have the honor to be, Sir, your obedient servant,

C. DRINKWATER, Secretary.

A. P. BRADLEY, Acting Secretary,
Department of Railways and Canals, Ottawa.

CANADA PACIFIC RAILWAY.

Description of main line and proposed branch lines in Manitoba and the North-West Territories.

Represented by blue lines on the accompanying map.

1st. A continuation of the main line extending from the crossing of the Assiniboine River, and proceeding in a westerly direction, follows generally the course of the Qu'Appelle River on the south of the same, to Moose Jaw Creek, thence westerly by the Saskatchewan, Belly and Bow Rivers, to Fort Calgary, a distance of about 775 miles west of Winnipeg.

The line is now permanently located to Moose Jaw Creek, a distance of 420 miles west of Winnipeg.

2nd. The Assiniboine Branch, to extend from a point on the present approved line about forty miles west of Portage la Prairie, and to run north-westerly towards Rapid City, Fort Ellice and Fort Pelly, and thence westerly to the Touchwood Hills, a distance of about 300 miles.

3rd. The Saskatchewan Branch will leave the present located line near the Forks of the Qu'Appelle River, and run in a northerly and north-westerly direction to near Fort Edmonton, a distance of about 435 miles.

4th. The Souris Branch will leave the present located line near Brandon, and run in a south-westerly direction to within twenty-four miles of the boundary line, and thence westerly to the Souris River, a distance of about 200 miles.

5th. The Pembina Mountain Branch will leave the present line a short distance west of Winnipeg, and run in a south-westerly direction to near the Pembina River, at the International Boundary line, having a length in all of about 100 miles.

This branch is now being located for construction, and as plans will shortly be filed with the Department for the approval of the Government, the line is not shown on the accompanying map.

C. B. SMELLIE, *Consulting Engineer.*

PEMBINA MOUNTAIN AND SOUTH-WEST BRANCH, AFTERWARDS CALLED THE WINNIPEG AND PEMBINA MOUNTAIN BRANCH, GENERAL MAP No. 2, A TO R.

THE CANADIAN PACIFIC RAILWAY COMPANY,
OFFICE OF THE SECRETARY, OTTAWA, 1st September, 1881.

SIR,—With reference to my letter submitting plans, showing the intentions of the Company with regard to the construction of certain branch lines in Manitoba and the North-West, and indicating generally the routes of such lines, I am instructed to say that since the date of such letter the Directors have been advised that, in the case of the Pembina Mountain or South-Western Branch, the survey has been completed, and that the line has been actually located, as shown on the said plans.

A proper plan and book of reference of the same is now in course of preparation, and will be deposited with the Government, as required by law, without delay.

I have the honor to be, Sir, your obedient servant,

C. DRINKWATER, Secretary.

F. BRAUN, Esq., Secretary, Railways and Canals.

THE CANADIAN PACIFIC RAILWAY COMPANY,
OFFICE OF THE SECRETARY, MONTREAL, 7th September, 1881.

SIR,—With reference to my letter of the 1st inst., respecting the Pembina Mountain or South-Western Branch, I am instructed to inform you that the Directors find on further enquiry, that the line as actually located will be a little to the south of that indicated on the plan enclosed with the letter referred to. From the point where the line takes a westerly direction it will run along the north line of the second range of townships, or say about twelve miles from the boundary line. The official plan and book of reference which are now being prepared, and which I hope to deposit within a few days, will show the line as above described.

I have the honor to be, Sir, your obedient servant,
C. DRINKWATER, Secretary.

F. BRAUN, Esq., Secretary, Railways and Canals.

Telegram to Hon. J. H. Pope.

Have desired to run the western extension of the south-west branch of the Canadian Pacific Railway along the north line of the second tier of townships, about twelve miles from the international boundary as far west as the one hundred and fourth parallel. A plan of location will be sent on Monday.

GEORGE STEPHEN.

THE CANADIAN PACIFIC RAILWAY COMPANY,
OFFICE OF THE SECRETARY, MONTREAL, 20th September, 1881.

SIR,—As provided for in the fourteenth clause of this Company's contract, I have the honor to transmit herewith a plan showing the location of the proposed South-Western and Pembina Mountain Branch of the Canadian Pacific Railway from the city of Winnipeg to the southern boundary of the Province of Manitoba.

I beg also to state that I am advised by telegraph from Winnipeg that a further plan showing the location of this branch line westward has been mailed to me, and that the same will be deposited with the Minister of Railways as soon as received.

I am also to advise you that the Directors have decided to run the western extension of this branch along the north line of the second tier of townships, about twelve miles from the boundary instead of twenty-four miles from the boundary as originally intended, and that will be carried as far west as the 104th parallel.

I have the honor to be, Sir, your obedient servant,
C. DRINKWATER, Secretary.

F. BRAUN, Secretary, Railways and Canals.

THE CANADIAN PACIFIC RAILWAY,
OFFICE OF THE SECRETARY, MONTREAL, 24th September, 1881.

SIR,—With reference to my letter of the 20th instant, I have now the honor to submit a plan showing a further portion of the location of the Pembina Mountain Branch of the Canadian Pacific Railway, extending from a point (on the said branch running southerly to the International Boundary line) in Section 9, Township 3, Range 1, west, and running in a westerly course, at or about twelve miles north of the International boundary to the west side of Section 6, Township 3, Range 29, west of the first principal meridian, a distance of about 171 miles.

I have the honor to be, Sir, your obedient servant,
C. DRINKWATER, Secretary.

F. BRAUN, Esq., Secretary, Railways and Canals.

THE CANADIAN PACIFIC RAILWAY,
OFFICE OF THE SECRETARY, MONTREAL, 27th January, 1882.

SIR,—I have the honor to enclose herewith a map showing:—

1. The route of the Winnipeg and Pembina Mountain Branch; and
2. The proposed location of the Souris Branch of the Canadian Pacific Railway.

I also enclose a separate map, on a larger scale, showing the line of the Winnipeg and Pembina Mountain Branch, and that portion of the Souris Branch within the Province of Manitoba.

A plan showing the actual location of the Winnipeg and Pembina Mountain Branch has already been deposited in the Department of Railways; and as soon as it can be completed, a similar plan of the Souris Branch will be likewise deposited.

I have the honor to be, Sir, your obedient servant.

C. DRINKWATER, Secretary.

F. BRAUN, Esq., Secretary, Railways and Canals.

[SAULT STE. MARIE LINE, GENERAL MAP No. 3.

THE CANADIAN PACIFIC RAILWAY COMPANY,
OFFICE OF THE SECRETARY, MONTREAL, 26th September, 1881.

SIR,—I beg to enclose plans and books of reference (in duplicate) of the lands required for the construction of that portion of the Sault Ste. Marie Branch of the Canadian Pacific Railway, extending from Angolia Mills in Township No. 154 of the District of Algoma, and running eastward through the said township and Township of Spragge, through the Indian reserve lying to the south of the Township of Lewis, and through the Townships of Shedden and Victoria, to the eastern line of the latter township, all in the district of Algoma, a distance in all of about 31 miles, and as shown on the general map now enclosed.

These plans and books of reference are now sent for the examination and certificate of the Minister or Deputy Minister. One copy to be retained in your Department, the other for the Registry office of the Clerk of the Peace for the District of Algoma.

I shall be glad if you return to me the latter copy, so certified, as soon as possible, for transmission to Sault Ste. Marie.

This Branch Railway is to be constructed under the Canadian Pacific Railway Company's charter, clause 14, and under the powers vested in the Canadian Pacific Railway Company under its amalgamation with the Canadian Central Railway Company.

I have the honor to be, Sir, your obedient servant,

C. DRINKWATER, Secretary.

F. BRAUN, Esq., Secretary, Railways and Canals.

THE CANADIAN PACIFIC RAILWAY COMPANY,
OFFICE OF THE SECRETARY, MONTREAL, 21st October, 1881.

SIR,—I beg to enclose plans and books of reference (in duplicate) of the lands required for the construction of that portion of the Sault Ste. Marie Branch of the Canadian Pacific Railway, extending from the eastern line of the Township of Victoria, and thence running north-easterly through the Townships of Salter, May and Hallam, and the Station 800 of the located line within the Township of Merritt, all in the District of Algoma, a distance of about 19.6 miles.

These plans and books of reference are now sent for the examination and certificate of the Minister or Deputy Minister. One copy to be retained in your Department, the other for the Registry Office of the Clerk of the Peace for the District of Algoma.

I shall be glad if you will return to me the latter copy so certified as soon as possible, for transmission to Sault Ste. Marie.

I have the honor to be, Sir, your obedient servant,

C. DRINKWATER, Secretary.

F. BRAUN, Esq., Secretary, Railways and Canals.

OTTAWA, 31st October, 1881.

SIR,—I am directed by the Minister to return to you herewith, duly examined and certified copies of plans, profiles and book of reference (received under cover of letters of the 29th) of the lands required for the construction of that portion of the Sault Ste. Maria Branch of the Canadian Pacific Railway, extending from the eastern line of the Township of Victoria, and thence running easterly through the Townships of Salter, May and Hallam to Station 800 of the located line, within the Township of Merrit, about 19.6 miles.

I am, Sir, your obedient servant,

F. BRAUN, Secretary.

C. DRINKWATER, Esq., Secretary C. P. R. Co., Montreal.

CORRESPONDENCE, &c., PASSAGE THROUGH THE ROCKY MOUNTAINS.
SEE GENERAL MAP NO. 4.

CANADIAN PACIFIC RAILWAY,
OFFICE OF THE ENGINEER-IN-CHIEF, OTTAWA, 13th July, 1881.

SIR,—I have to suggest that the Canadian Pacific Railway Company be requested to furnish the Department with a profile of the line from Portage la Prairie westerly to the point of location, already approved by the Governor-General in Council, about thirteen miles west of the crossing of the Assiniboine River; and further, that in future when the Company are submitting plans of location for approval, it be made a requirement that a profile accompany them, as otherwise it is impossible to form an intelligent opinion upon the location through a country with which one is not familiar.

It appears to me also that it is desirable, before the line of location is approved by the Government beyond a distance of say 250 miles west of Winnipeg, that the Company should submit a plan and profile showing the approach to and passage through the pass in the Rocky Mountains which they proposed to adopt; otherwise, if the location is approved in small sections, it may possibly reach a point from which an approach to and passage over the mountains could not be made.

I have the honor to be, Sir, your obedient servant,

COLLINGWOOD SCHREIBER, Engineer-in-Chief.

F. BRAUN, Esq., Secretary, Railways and Canals.

OTTAWA, August 19th, 1881.

SIR,—By direction of the Acting Minister I have to acknowledge the receipt of your letter of the 16th instant, in which, on behalf of the Canadian Pacific Railway Company, you inform the Department of an intention on the part of the Company to construct certain branch lines in Manitoba and the North-West (the routes to be followed as contemplated being shown on a map submitted with your letter, as well as the main line as far west as Fort Calgary, further requesting that the lands transferable under its charter, for the construction of such lines, may be secured to the Company.

In reply, I am to state that the present application will be duly brought under the consideration of the Government. I am, however, at the same time to call attention to the fact that while the projected course of the main line is shown up to Fort Calgary, the Department has no information as to the mode in which it is pro-

posed to approach the Yellow Head Pass, one of the objective points laid down in the charter of the company.

In this relation I am to say that the Chief Engineer has reported that before the line of location is approved by the Government beyond a distance of say two hundred miles west of Winnipeg, it is desirable that the Company should submit a plan and profile showing the approach to the Rocky Mountains.

I am, Sir, your obedient servant,

A. P. BRADLEY, Acting Secretary.

C. DRINKWATER, Esq., Secretary C. P. R. Co., Montreal.

THE CANADIAN PACIFIC RAILWAY COMPANY.

OFFICE OF THE SECRETARY, MONTREAL, 20th December, 1881.

SIR,—I have the honor, by direction of the Board, to inform you, that there is a great probability that a passage through the Rocky Mountains will be discovered which will afford a much more direct and shorter communication with Kamloops than could be obtained by means of the route by the Yellow Head Pass, in which case it would doubtless be in the interest, both of the Government and the Company, to carry the line by such improved route.

The Board, however, are advised that it may not be in the power of the Government without legislative sanction to authorize the adoption of any other pass than that mentioned in the contract. And I am, therefore, instructed respectfully to suggest whether it might not be expedient for the Government to obtain from Parliament at its coming session the authority required to enable the Governor in Council to agree with the Company with respect to the adoption of a better route than that indicated by the contract.

I have the honor to be, Sir, your obedient servant,

C. DRINKWATER, Secretary.

Hon. Sir CHARLES TUPPER, Minister of Railways and Canals.

CANADIAN PACIFIC RAILWAY,

OFFICE OF THE ENGINEER-IN-CHIEF, OTTAWA, 3rd January, 1882.

SIR,—The letter of Mr. Drinkwater, Secretary to the Canadian Pacific Railway Company, dated the 20th ult. under cover No. 27,684, now submitted to me for report, informs the Department as follows: That there is a great probability that a passage through the Rocky Mountains will be discovered which will afford a more direct and shorter communication with Kamloops than the Yellow Head Pass. It also suggests whether it might not be expedient of the Government to obtain from Parliament at its coming session, the authority required to enable the Governor in Council to agree with the Company with respect to the adoption of a better route than that indicated in the contract.

I have the honor to report that it appears to me reasonable, should a shorter and more direct passage be found through the Rocky Mountains, with equally favorable grades and alignment, that it be adopted in preference to the Yellow Head Pass named in the contract.

As the adoption of any particular route through the mountains under such authority as is suggested, would be entirely under the control of the Governor in Council, it appears desirable that the necessary authority of Parliament should be obtained at its next session in order that the work of construction may not be delayed.

Until I am informed as to the point at which the "Rockies" will be crossed it would not be prudent for me to recommend the adoption of further location towards the mountains.

I have the honor to be, Sir, your obedient servant,

COLLINGWOOD SCHREIBER.

F. BRAUN, Esq., Secretary, Railways and Canals.

CANADIAN PACIFIC RAILWAY,
OFFICE OF THE ENGINEER-IN-CHIEF, OTTAWA, March 13th, 1882.

SIR,—I have the honor to report, for the information of the Department, as follows:—

1. A statement of the route of the Canadian Pacific Railway and its branches, as far as settled, together with the mileage of the same:—

Trunk Line.

Callander, via north of Lake Nipissing, to Township 39, near the Wahuapitoe River.....	55	
Prince Arthur's Landing via Waubigoon, Kat Portage, Selkirk, Winnipeg, Portage la Prairie, Brandon, the Weed and Wolf Hills, to Moose Jaw Creek....	837	
Savona's Ferry via Lytton and Yale to Port Moody....	214	
		<hr/> 1,106

Branches.

Sault Ste. Marie from near the division line, Town- ships of Hallett and Merritt, to the Algoma Mills.	50	
Pembina, from St. Boniface to Emerson.....	64	
Stonewall, from Winnipeg via Stony Mountain to Stonewall	20	
Winnipeg and Pembina Mountain, from Winnipeg to Smuggler's Point, and from a point on line about 15 miles from Smuggler's Point running westerly about 15 miles from the International Boundary and nearly parallel thereto, to a point a short dis- tance west of Moose River.....	220	
Souris, from Brandon south-westerly, passing near Oak Lake, until it strikes a point about 15 miles north of the International Boundary, thence westerly parallel thereto to the 109th degree of longitude...	195	
		<hr/> 549
Total		1,655

2. A statement of the expenditure on the first 100 miles westward of Winni-
peg:—

Final estimate of Contract No. 48.....	\$325,273 64
Expenditure by Government.....	89,942 77
Sleepers supplied by Messrs. Ryan and Ruttan.....	27,750 00
Fencing—Stubbs & Co.....	8,000 00
Temporary bridge over the Red River.....	6,950 00
Land.....	4,000 00
Rails, 9,740 tons.....	241,844 20
Fish-plates, 380 "	11,286 00
Bolts, 95 "	4,786 10
Spikes, 320 "	15,280 00
No. frogs, 64.....	5,120 00
No. switches, 48.....	1,872 00
Water service.....	9,489 82
	<hr/>
Overcharge since corrected.....	\$751,594 53
	9,010 18

The Company have paid this amount.

3. A statement of the length of constructed line abandoned by the Company:—
 Stonewall to Portage la Prairie.....48 miles.

4. A statement in detail of money paid to the Canadian Pacific Railway Company. The following, being an extract from my certificate, gives full particulars of the moneys paid to the Company:—

161 miles on the Central section, Winnipeg to a point
 about 31 miles west of Brandon, at \$10,000 per
 mile \$1,610,000

I have the honor to be, Sir, your obedient servant,
 COLLINGWOOD SCHREIBER, Engineer-in-Chief.

RETURN

(48c)

To an ADDRESS to the HOUSE OF COMMONS, dated 15th February, 1882;—
 For all Correspondence, Reports, and Orders in Council in relation to
 any Payments of Money, to the Canadian Pacific Railway Company;
 and a statement in detail of all such payments with full particulars
 thereof.

By command.

J. A. MOUSSEAU,
Secretary of State.

Department of Secretary of State,
 22nd March, 1882.

[According to the recommendation of the Printing Committee, the above return is not printed.]

RETURN

(48p)

To an ADDRESS of the HOUSE OF COMMONS, dated 15th February, 1882;—For all Correspondence, Reports and Orders in Council in relation to the acceptance of the Land Grant Bonds of the Canadian Pacific Railway Company, by the Government, for any public purpose; and a statement of the action thereon.

By command.

J. A. MOUSSEAU,
Secretary of State.

Department of the Secretary of State,
 23rd March, 1882.

SCHEDULE.

Copy of letter from Canadian Pacific Railway Company.

Copy of certificate of Bank of Montreal.

Copy of letter of Bank of Montreal.

Copy of report of Treasury Board that Land Grant Bonds may be taken.

Copy of Order in Council confirming the report.

J. M. COURTNEY, Deputy Minister of Finance.

Finance Department, 21st March, 1882.

THE CANADIAN PACIFIC RAILWAY COMPANY,
OFFICE OF THE SECRETARY, MONTREAL, 9th January, 1882.

SIR,—I have the honor to inform you that, in accordance with the understanding arrived at with the Government, the Company, under the provisions of clauses 17 and 18 of its charter, resolved upon making an issue of bonds, secured upon the land granted to the Company, and is taking the necessary steps to give effect to the same.

The bonds will mature on 1st October, 1931, and have coupons attached for interest at the rate of five per cent. per annum, payable semi-annually on 1st April and 1st October in each year, and as rapidly as they can be prepared they are being deposited with your financial agents, the Bank of Montreal, for custody. A receipt for deliveries which have been made from time to time, to the amount of \$7,000,000, is enclosed herewith.

As it is understood to be your wish that the \$5,000,000 of the bonds to be held as security for the fulfilment of the contract should be deposited in your own vaults, arrangements have been made with the bank to deliver that amount of bonds to you at Ottawa.

The Company has sold \$10,000,000 of the bonds, deliverable by instalments, at 92 per cent. on their par value, as under:—

November, 1881.....	1,000,000
January 4th, 1882.....	1,000,000
March 1st	1,000,000
May 1st.....	1,000,000
June 1st.....	1,000,000
July 1st.....	1,000,000
August 1st.....	1,000,000
September 1st.....	1,000,000
October 1st.....	1,000,000
November 1st.....	1,000,000

The proceeds of this sale as received are placed to the credit of the Government by the Bank of Montreal.

I have the honor to be, Sir, your obedient servant,

C. DRINKWATER, Secretary.

BANK OF MONTREAL, MONTREAL, 9th January, 1882.

The Bank of Montreal have received from the Canadian Pacific Railway Company, Land Grant Bonds of the denomination of \$1,000 to the value of \$7,000,000, the numbers of the said bonds being from 1,000 to 7,000 inclusive.

W. J. BUCHANAN, General Manager.

BANK OF MONTREAL, MONTREAL, 12th January, 1882.

SIR,—I have the honor to inform you that the Canadian Pacific Railway Company have paid into this bank, for the credit of the Government, the sum of \$1,840,000 (eighteen hundred and forty thousand dollars), the proceeds of \$2,000,000 of the

Company's Land Grant Bonds at 92 per cent., and the manager of this bank at Ottawa has been instructed to credit the Receiver-General's account therewith.

I have the honor to be, Sir, your obedient servant,
W. J. BUCHANAN, General Manager.

Sir S. L. TILLEY, K.C.M.G., Minister of Finance, Ottawa.

EXTRACT from the minutes of a meeting of the Treasury Board, held at Ottawa, on the eighteenth day of December, 1881.

Insurance.—The Board had under consideration the question of receiving on deposit from insurance companies as security, land grant bonds of the Canadian Pacific Railway Company, and they recommend that the bonds be accepted as security for insurance companies tendering them, and that they be taken at rates to be determined from time to time by the Governor in Council.

J. M. COURTNEY, Secretary.

IN COUNCIL, 20th December, 1881.

Ordered, That land grant bonds of the Canadian Pacific Railway Company be accepted as security for insurance companies tendering them, at rates to be determined from time to time by the Governor in Council.

J. O. COTÉ, C. P. C.

Hon. Minister of Finance.